



# Buying a Property? What Your Conveyancer is Doing for You

At Ellis-Fermor & Negus, we pride ourselves on providing a personal, high-quality, conveyancing service for all our clients. We want to be in direct contact with you and respond to your specific needs.

Please read our guide to *Buying a Property?* which will explain what your Conveyancer is doing for you. We have provided you with a brief overview followed by additional details.

## Why you need us

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The vast majority of house purchases go through without complication. The fact that so many do is largely down to watchful and diligent lawyers. There are many problems that could arise and- without proper diligence - could cause serious issues after you have parted with your money.

English and Welsh land law have many potential pitfalls to catch out the unwary. Conveyancers are highly trained specialists who look out for these nasties so they don't catch you out.

We are here to help you buy a problem-free property and will be happy to answer your questions at any stage of your house purchase.

## 1. Conveyancing Stages

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- » Pre-Exchange
- » Exchange of Contract (and payment of deposit)
- » Completion (and payment of balance funds)
- » Registration (and storage of documents)

## 2. What we look

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As your solicitor we will look at the following:

- » Legal Title
  - i. Boundaries
  - ii. Registered
  - iii. Unregistered

- » Initial Searches
  - i. Local, drainage, mining, environmental and other standard searches
  - ii. Local development, HS2 rail and less usual searches
- » Stamp Duty Land Tax
- » The Green Deal

### 3. What we don't look at

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- » Energy Performance Certificate
- » The physical condition of the property (including Japanese Knotweed)
- » Financial issues (e.g. mortgage)
- » Taxation issues (other than Stamp Duty Land Tax)

### 4. Buy-to-Let Properties

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If you are purchasing a property to let or renting out your current property whilst moving into a new one, we will look at the following:

- » Existing tenancies
- » Stamp Duty Land Tax
- » Buying in a Flood Risk Area
- » EPC Ratings
- » House in Multiple Occupation (HMO) and Licensing

### 5. Other Things to Consider

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- » Appendix - Additional Searches Order Slip

### Speak to Us

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Contact us today if you would like to book an appointment with one of our solicitors and begin your journey in purchasing your new property.

# 1. Conveyancing Stages

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## (a) Pre-Exchange

### Timescales

We estimate that a straight-forward, freehold purchase with no hitches will take around 8 weeks from instruction to completion. Please note that this is a very rough estimate!

There are many factors involved in the conveyancing process which neither you nor we have any control (e.g. the Seller, the Seller's solicitors, the Seller's seller, etc.). This makes it very difficult to guess at the beginning, with any degree of certainty, when a matter will complete.

If you have a definite idea of when you would like to complete your purchase, please do let us know. We are always happy to discuss these things with you and help formulate a plan to try and hit your preferred date where possible.

### Other Considerations at this Stage

You should consider as early as possible whether you want the property surveying, and how you are going to go about financing the purchase (e.g. a mortgage). We cannot help you with either of these, but if you would like help in choosing a surveyor or independent financial advisor, we can point you in the right direction.

## (b) Exchange of Contracts

You will sign one copy of the contract and the seller will sign another identical copy. The contract becomes binding once those two copies are formally exchanged between the solicitors. Until exchange of contracts, either party can withdraw from the transaction but after exchange, both you and the Seller are legally bound to proceed to completion. On exchange, the completion date and the price will be set and neither party will be able to change their mind about the transaction.

### Deposit Warning!

You will be expected to pay a 10% deposit on exchange of contracts. If you are selling a property at the same time as buying, we would normally use the deposit from your sale. Please note, most sellers will usually accept a deposit of less than 10%. If, however, you subsequently fail to complete your purchase, having exchanged contracts, the remainder of the 10% will become payable as a debt (unless - broadly speaking - the failure can be proved to be the Seller's fault).

### Money Laundering

Where there are large sums of money moving about, there are strict rules in place which dictate what we must check in order to prevent money laundering. Some of these can result in us having to request in-depth information about your finances, or insist on receiving money from you in a certain form (e.g. electronically and no in cash). Please accept our apologies for any intrusion in to your private finances, but it is essential that you let your conveyancer know as soon as possible where the balance of your purchase money/deposit is coming from (e.g. sale of existing property, savings; gift from family).

### (c) Completion (and Payment of Balance Funds)

Before completion, we will make any further Searches that are necessary (e.g. final Land Registry searches) and will request your mortgage advance. Most lenders require at least 7 days' notice of the completion date. Whenever possible we usually ask the lender to send the advance the day before completion to avoid any delays.

We will contact you requesting any balance funds due (including our costs, Land Registry fees and any Stamp Duty Land Tax). We shall need the money in cleared funds from you by no later than the working day before completion.

You will need to transfer the money needed to fund your matter by cheque or direct bank transfer. We do not accept cash payments over £1,000 either at our offices or at the bank in to our client account. We do not accept bank details by email. Our own bank details are set out in our [Terms of Business](#) and we will not inform you of any change to our bank details by email due to increasing levels of fraud perpetrated this way.

Completion will take place on the date agreed in the contract. On that date we will pay the balance of the purchase monies to your Seller's solicitors and your Seller will then be legally obliged to vacate the property and hand the keys over to you (normally by 2 p.m.).

### (d) Registration (and Storage of Documents)

Once completion has taken place, it is a legal requirement to register you as the new owner of the property with the Land Registry. Technically speaking, you do not become the full legal owner of the property until this ownership is properly registered. This process normally takes a couple of months, after which time we will write to you to confirm that registration has been completed.

#### Storage of Your File

Once registration is complete, we will remove all the paperwork from your file that we do not need to keep and your file will go in to storage. The file will be destroyed after 12 years.

#### Storage of Other Documents

There will undoubtedly be a bundle of documents/deeds which you should keep somewhere safe, in case they are needed in the future. We normally send these documents to our clients, however, we do have facilities to store them securely on your behalf. If you would like us to store those documents for you, there will be a charge every 5 years (currently £50) for providing that facility.

Unless we receive your instructions otherwise, we will assume you want us to send the documents out to you and **not** store them.

## 2. What We Look At

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### (a) Legal Title

We check the legal title relating to the property you are buying and that the sellers are entitled to sell the property. We will check the Seller's title to see whether there is anything in the deeds disclosed to us or Land Registry entries which may cause problems once you own the property.

#### Boundaries

Contrary to popular belief, there is not a general rule for proving who owns a boundary and the deeds often do not specify. A plan can only be viewed as a 'general indicator' of the position of a boundary. If you have concerns about the boundaries or boundary structures (e.g. fences, hedges, etc.) of the property you are buying, you should discuss this with your conveyancer before contracts are exchanged.

#### Registered

Most land is now registered with the Land Registry. For registered land, it is the Land Register which provides the legal evidence of who owns the land and what legal matters affect it. The sellers will have to provide copies of the land registry entries relating to their property to prove their ownership.

#### Unregistered

An increasingly small amount of property is still unregistered (especially where it has not changed hands for many years). For unregistered land, it is still old paper deeds which prove who owns the land and which matters affect it. An unregistered title is often more complicated and time-consuming to investigate so it might take a little longer to complete your purchase if you are buying an unregistered title. It might also result in us having to increase our charges beyond our initial costs estimate, but we try to avoid that if possible. If it is apparent that a title is unregistered and that this is going to result in us increasing our costs, we will let you know as soon as we can.

### (b) Initial Searches

The initial searches are limited only to the property you are buying. They will not reveal anything affecting the property next door. Therefore, if the people who own the property next to the one you are buying intend to build a large extension, this will not be revealed by your local search. There are organisations who provide further information about the surrounding area (and we can look into this for you – Please see the [Nearby development, high speed rail and less usual searches' section](#)). Please note, these organisations charge for this information.

The searches and enquiries we carry out will not reveal issues of landslip, subsidence (other than in a mining search, where necessary), damage by tree roots, damage by defects, dry or wet rot or timber infestation. You will need to ask your surveyor to address these issues.

#### **Local, Drainage, Mining, Environmental and Other Standard Searches**

If you are buying with a mortgage, we must carry out on your behalf local, drainage and (where geographically appropriate) mining and other standard searches.

We also strongly recommend that we carry out an environmental search on your behalf. This is included within our standard costs (although it is voluntary).

**Local Search.** Amongst other things, the local search will reveal if there are any planning issues directly affecting the property, whether the road the property is on is maintained by the council and whether the council has any plans which may affect the property directly (such as needing part of the land for road-building). (Please remember: as mentioned above, the local search only reveals matters directly affecting the property you are buying, so it won't reveal things affecting nearby properties which may be of interest to you, e.g. a planning application to extend the adjoining property).

**Drainage Search.** Amongst other things, the drainage search will reveal whether the property is connected to the mains water supply and drainage system, and whether there are any mains drains crossing the property (which could hamper future extensions).

**Mining Search.** We will carry out coal mining searches in areas where appropriate. Amongst other things, the mining search will reveal whether there has been any mining subsidence in the past, and whether there are any old mine shafts/entries on the property which could be a risk in the future.

**Environmental Search.** (including flood risk, and contaminated land risk) The Environment Agency estimates that one in six homes in England are at risk from flooding. Of these, 2.4m are at risk from flooding from rivers or the sea alone, 3m are at risk from surface water flooding alone and 1m are at risk from both. An estimated 200 homes are at risk of complete loss to coastal erosion over the next 20 years, and 2,000 more could potentially become at risk over this period. In Wales, over 200,000 properties are at risk from sea or river flooding and approximately 230,000 properties are at risk from surface water flooding.

It may not always be obvious that a property is at risk of flooding. Properties at risk do not need to be close to a river or the sea or on low lying ground to be exposed to flood risk. Surface water, groundwater and overflowing sewers are increasingly common causes of flooding.

The most common types of flooding are:

- » **Surface water flooding** - occurs when heavy rainfall overwhelms the drainage capacity of an area.
- » **Sewer flooding** - occurs when sewers are overwhelmed by heavy rainfall or when they become blocked.
- » **Groundwater flooding** - occurs when underground water levels rise above surface level. This is most likely to occur in low lying areas underlain by permeable rocks.
- » **River flooding** - occurs when a watercourse cannot cope with the water draining into it from the surrounding land.
- » **Coastal flooding** - results from a combination of high tides, low lying land and sometimes, stormy conditions.

The search we carry out will offer an opinion on the basis of historic data relating to the area that the property is within whether it is likely to be flooded in the future. However, please note that the standard searches available on the market are basic and cannot give you a definitive answer either way.

**Flood Re and Obtaining Insurance.** In June 2013, the Government agreed a

Memorandum of Understanding (MOU) with the Association of British Insurers (ABI) to develop a not-for-profit flood insurance scheme, known as Flood Re (this only applies to properties built prior to 2009). Flood Re is intended to ensure that homeowners whose properties are at high flood risk can obtain affordable flood insurance with cover at a set price. However, certain categories of properties (e.g. leasehold, small businesses, council tax Band H properties) are excluded from the scheme.

Further information about [Flood Re](#) can be found on the government website (search 'Flood RE [gov.uk](#)'), including the scope of, and exclusions from, the scheme.

The Government's assumption is that properties built after 2009 have been built with flood risk in mind, so do not need the benefit of the Flood Re scheme.

If you do find that the property you are buying is at risk of flooding, you should make sure you can obtain suitable buildings and contents insurance before exchanging contracts.

*Contaminated Land.* Commercial and industrial activity may result in land becoming contaminated with substances which, if not properly dealt with, could pose a risk to public health and the environment.

Land in England and Wales has a legacy of contaminants in soil, mainly caused by industrial and domestic pollution. Although most soils contain some contaminants, the levels of risk is usually very low. However, some land poses an unacceptable level of risk, especially former landfill or industrial sites. Land is only treated as 'contaminated land' for legal purposes if it poses an unacceptable level of risk. The legislation requires local authorities to inspect and identify sites at which there is 'contaminated land', that is, land on which there is a 'significant contaminant linkage', consisting of a significant contaminant, a pathway, and a receptor. Local authorities can issue remediation notices requiring action to remediate contamination, in the absence of a voluntary agreement to do so.

Liability falls primarily on those who 'cause or knowingly permit' a contaminant to be in, on or under the land. Such a person is known as a 'class A' person. However, if a class A person of the land cannot be found, the current owner or occupier may be served with a remediation notice requiring them to remediate the land. In this case, the current owner or occupier is known as a 'class B' person. In some situations the buyer may be determined to be a class A person if the buyer knows that land is contaminated and fails to remediate it after a reasonable opportunity to do so.

The local search will tell us if the land has been designated by the Council as contaminated land, but the absence of such a designation is not conclusive in itself. It may just mean that the site has not been inspected (highly likely to be the case), the level of pollution is not high enough to meet legal definitions, or no conclusion about the site has yet been reached, even if a site inspection has finished.

The environmental search we carry out will offer an opinion on the basis of historic data relating to the area that the property is within and whether it is likely to be suffering from environmental contamination in the future. The standard searches available are basic, and cannot give you a definitive answer either way.

*Other Standard Searches.* Where geographically appropriate, we will automatically carry out commons registration and brine, tin and clay mining searches. These

searches are compulsory where you are obtaining a mortgage, and there will be additional charges for carrying out these searches.

### **Nearby Development, High Speed Rail and Less Usual Searches**

There are a number of other additional searches which you may wish to have carried out, and the following is just a summary of the most common. Please complete and return the slip at the back of these notes if you want any of these additional searches.

*High Speed Rail (HS2).* Some parts of the country will be affected by the route of the new HS2 high speed rail line. In our area, properties along the Derbyshire/ Nottinghamshire M1 corridor are most likely to be affected. Affected properties may be blighted by close proximity of the line (thus leading to increased noise, spoilt views, etc.), and – in a few cases – maybe even knocked down. We do not check for this routinely, but we can carry out an additional search if you would like us to. This will incur an extra cost which we will pass on to you.

*Chancel Repair Liability.* You may have read about this in the national press. There are some areas of land throughout the country that are subject to ancient medieval obligations to contribute towards the upkeep of local church chancels. Some reports suggest that this right only affects land that is situated within a parish with a medieval church. This is not correct. The obligation affects land that used to be 'glebe land' (that is, in simple terms, land that used to belong to a mediaeval church – it does not need to be next to the church or even in the same parish).

To ensure it definitely had the benefit of these rights, the Church had to register them by 13 October 2013. The next time any property is sold, any unregistered rights will disappear. We will check the title of the property you are buying to see if there are any registered rights showing, but otherwise take the view that any unregistered rights will cease to have effect once you complete your purchase. Consequently, we do not carry out any separate chancel repair liability searches, as they are not necessary.

*Nearby Developments.* We do not routinely check to see whether the property you are buying is or may be affected by nearby developments. However, we can carry out a further search which should tell us about large and small planning applications in the vicinity of the property you are buying, and offer you an opinion on the potential for future development in the nearby area.

### **(c) Stamp Duty Land Tax (SDLT)**

Even if there is no stamp duty to pay, you will still need to submit a stamp duty land tax return. We will attend to this on your behalf.

The form will normally be prepared and submitted online. You will be asked to sign an initial copy of the form. The final copy of the form will be the same, but may have some factual details corrected (e.g. if negotiations have led to the price being reduced) and will also have the dates for completion and exchange of contracts added. This final copy form will be signed and submitted by us on your behalf.

The return must be filed within 30 days of completion of your purchase, and there are fines to be paid for late filing, even where there is no tax to be paid in the first place.

Although this is a 'self-certified' return (i.e. HMRC takes the information you supply at



face value), HMRC does have the power to investigate the case for several years after filing. As such, it is important to make sure that all the information is completely accurate.

### **First Time Buyers**

If this is the first time that you have acquired a financial interest in a property, then you may qualify for first time buyer's relief which may reduce or even wipe out your SDLT liability. Please discuss this with your conveyancer if you think this may apply to you.

### **Higher Rates**

There are higher rates payable for SDLT where on completion of your purchase you will end up with an interest in 2 or more properties (for example, where the property you are buying is a buy-to-let investment property, or where you are buying a new home before selling your existing home).

'An interest' includes any form of significant financial interest, even if your name is not on the legal title, and the properties in question can be any where in the world (not just the UK).

Unless you have told us otherwise, we will assume that these provisos do not apply to your transaction. If you do have an interest in other property or this is a buy-to-let transaction, please ask us for a revised estimate.

Finally, please bear in mind that SDLT is a personal tax, just like income tax, so it is your responsibility to submit the return and make sure that the tax is paid, even if someone else (e.g. a builder) has agreed to pay it for you.

### **(d) The Green Deal**

It may be that energy-saving improvements have been made to the property you are buying, which have been financed under the government's Green Deal scheme.

If this is the case, then that should be revealed in the seller's replies to the standard Property Information Form (which we receive as a matter of course), or on the Energy Performance Certificate (or EPC) (which we do not receive as a matter of course, but which will be available from the estate agents).

If we are made aware that the property is affected by the Green Deal scheme, we will give you further advice as to what this means for you.

### **Don't Forget to Check Your First Electricity Bill After Completion!**

If the property is subject to Green Deal repayment requirements, but this is not revealed on either the Property Information Form or EPC, you may not be liable to make any payments under the scheme, unless you pay the first electricity bill without objecting. That being the case, you would be wise to double-check the first electricity bill you receive after completion for any reference to the Green Deal scheme.

## 3. What We Don't Look At

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### (a) Energy Performance Certificate

The Seller is legally obliged to provide an Energy Performance Certificate (EPC) before he or she can put the property on the market. The EPC will provide you with a brief summary of the energy-efficiency of the Property, similar in appearance to those you will find on new fridges, washing machines, etc. This has no direct impact on the legal title of the property, so we do not obtain it as a matter of course. However, you might want to ask the seller (or the estate agents) for a copy, as you may be able to re-use it when you come to sell the property, provided they are less than 10 years old.

### (b) The Physical Condition of the Property (including Japanese Knotwood)

We will not check the physical condition of the property. It is up to you to ensure that you are happy with the physical state of the property you are buying, and the seller is not generally under any obligation to reveal anything that may be problematic.

Consider whether you should have a survey of the property carried out. It is important to consider this early in the transaction as – broadly speaking – buyers nearly always have to accept the property in the condition that it is in at exchange of contracts. There are four types of survey:-

- (a) *A Lender's Valuation.* This will be requested by your lender (if you are having a mortgage), and is not really a survey at all. Your mortgage lender merely wishes to ensure that the market value of the property is sufficient to cover the proposed mortgage advance. Furthermore, the valuation is for the lender's benefit, and not for yours. As such, you would not normally have a right of action against the Surveyor carrying out the valuation if he overlooks something which turns out to be an issue.
- (b) *A Home Buyer's Report.* This report involves an inspection of the property by a chartered surveyor. It covers only those parts of the property which are readily visible or accessible. It may make recommendations when the Surveyor feels that further investigation is required. The report gives a general opinion as to the condition of the property.
- (c) *A Full Structural Survey.* This involves a lot of work on the part of the Surveyor, who has to make a detailed examination of the property and, subsequently, a detailed report. It may involve taking up floorboards and drilling holes in walls. It will not be cheap, but an advantage of it is that if there are any significant defects existing at the time of the survey that are not revealed by the report you would be able to pursue a claim for negligence against that Surveyor. If you decide to have a Structural Survey carried out you should employ a Chartered Surveyor as he will be covered by professional insurance if he is subsequently found to have been negligent.
- (d) *A Specialist Survey.* The most common of these are for timber and damp problems. This type of survey is more usually needed for older properties. You should ensure that any such survey is carried out by a reputable firm,

particularly if any work carried out by the firm is to be covered by a guarantee.

You should speak to a surveyor to see which type of survey would best suit your needs. If you would like help in finding a suitable surveyor, please contact us.

If your survey reveals anything of concern that makes you think twice about buying the property or about how much you are paying, you should approach the Seller or the estate agent to see if a compromise can be reached (such as the Seller rectifying any problems now, or reducing the purchase price to allow you to rectify the problem after completion).

### Japanese Knotweed

The Royal Horticultural Society's website says 'although rather attractive, Japanese knotweed (*Fallopia japonica*) is a real thug as it spreads rapidly. In winter the plant dies back beneath ground but by early summer the bamboo-like stems shoot to over 2.1m (7ft), suppressing all other growth. Eradication requires steely determination as it is very hard to remove by hand or with chemicals'. The presence of Japanese Knotweed on the property may affect your ability to obtain a mortgage, and could affect the future sell-ability of the property. As it does not relate to the legal title, we do not ask whether properties are affected by Japanese Knotweed, and if you have concerns whether a plant you have seen at the property is Japanese Knotweed, you should take your surveyor's advice.

### Electrics, Heating Systems and Other Works Requiring Building Regulation Approval

If there have been works on the central heating or electrics in recent years, then the sellers may have needed to obtain certification showing compliance with the Building Regulations. If we are told about such work, we will ask to see the certification and will give you advice as to your options if the certificates are not available.

However, the existence of a certificate does not mean that the systems are currently in a good state of repair. We would advise you to consider whether you want to commission your own electrician's/gas engineer's/etc. check of the property prior to exchange of contracts. As mentioned above, please bear in mind that once contracts are exchanged, it will be too late!

Please note, we do not automatically check to see if the seller has any reports on the condition of the heating or electrical systems at the property.

**Any negotiations with the seller as to repair/improvement works should be conducted "Subject to Contract" and you should not sign any agreement with any Agent or Builder without discussing it with us first.**

### (c) Financial Issues (e.g. Mortgage)

We will check the legal terms of your mortgage and make sure that it is properly executed and put in place. However, we will not check whether it meets your financial needs. If you need help in this regard, you will need to speak to an independent financial advisor. If you would like help in finding one, please contact us.

It is important to note that – as a rule of thumb – the names of the people on the mortgage offer must match the names of the people buying the property. For example, you cannot buy the property in the names of Mr and Mrs Smith, but have the mortgage in Mrs Smith's name only. Similarly, you cannot buy the property in Mrs Smith's name, but have the mortgage in Mr and Mrs Smith's names.

#### (d) Taxation Issues (Other Than Stamp Duty Land Tax)

We will not automatically give you assistance on taxation issues (such as income tax or capital gains tax), although we may be able to offer limited advice where relevant.

If you have concerns as to how your purchase may affect your inheritance tax position, please speak first to your conveyancer, who will be able to put you in touch with one of our other specialist solicitors.

Where assistance in submitting a capital gains tax return is required, or fuller advice is needed, we would recommend that you speak to a chartered accountant. If you would like help in finding one, please contact us.

## 4. Buy-To-Let Properties

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*This section only applies to you if you are buying a property with the intention of letting it out, or where the purchase is subject to an existing tenancy.*

We will make sure that you obtain good title to the property you are buying (subject to our [Terms of Business](#) and the comments elsewhere in this guidance sheet), but we will not automatically advise you as to your rights and responsibilities as a landlord or prepare any tenancy agreement.

#### (a) Existing Tenancy Agreements

If the property you are buying will be subject to an existing tenancy on completion, we will make sure that the agreement is valid and that it complies with the requirements of your mortgage lender if you are getting a mortgage, but we will not automatically advise you of the content of the agreement.

We do not handle the transfer or the setting up of a landlord and tenant's deposit scheme.

We do have solicitors who can advise you on such issues, but this will be treated as a separate matter, and will incur extra costs. If you would like further help in this regard, please discuss it with the conveyancer working on your file.

#### (b) Stamp Duty Land Tax (SDLT)

If you already own an interest in another property (even if your name is not on the legal title, and even if that property is not in the UK), then it is likely you will have to pay SDLT at a significantly higher rate than standard. We will have assumed that these higher rates applies to your transaction if we knew that this was an investment/buy-to-let purchase at the point our initial costs estimate was given.

If there is any doubt, please let us know immediately. SDLT is a personal tax, and it

is your responsibility to make sure it is declared correctly to HMRC. Failure to do so could lead to the payment of penalties and even criminal sanctions.

### (c) Buying in a Flood Risk Area

As mentioned in the [Local, Drainage, Mining, Environmental and Other Standard Searches](#) section above, there is a government scheme (called 'Flood Re') in place to help keep down buildings insurance premiums in high flood-risk areas. However, Investment/Buy-to-Let properties **do not** benefit from this scheme.

Consequently, you must make sure that you will be able to obtain buildings insurance before you exchange contracts.

### (d) Energy Performance Certificate (EPC) Ratings

From 1 April 2018, all new tenancies for residential property must come with an EPC with a minimum energy efficiency rating of E (so grades F and G will no longer be legally acceptable).

It is intended to roll this requirement out to all residential tenancies (including existing ones) at some point in 2020.

For further information, see the Government's [Domestic Landlord's Guidance](#) note (search 'private rented property minimum standard [gov.uk](http://gov.uk)' online).

### (e) House in Multiple Occupation (HMO) and Licensing

In certain local authorities (e.g. Nottingham City Council) there may be certain restrictions against using a property as a HMO (particularly relevant to student lets) or even letting a property to any Tenants unless (a) planning permission is granted for the same, and/or (b) the Landlord has obtained a License to be able to let such a Property to Tenants, subject to set criteria and conditions which you would need to follow.

## 5. Other Things to Consider

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### (a) Protecting Your Property From Fraud

When you are registered as the new owners of the property you are buying, we must give the Land Registry at least one correspondence address for you (which must be in the UK). Of course, this will normally be the property you are buying, but that will not always be the case (especially if the property is a buy-to-let investment property). It is possible to ask the Land Registry to note an additional two correspondence addresses, which may be abroad, and one of which can be an email address.

#### Why is This Important?

If the Registry receives applications from a third party relating to your registered title, they will write to you at whatever correspondence address they have on record for you.

Please speak to your conveyancer if you would like to have additional

correspondence addresses noted on your title.

### Additional Protection

Furthermore, once you are registered as proprietor, you can register with the [Land Registry's Property Alert Service](#) to be notified of any application the Registry receives in relation to your property, even if it purports to have been submitted by you (search 'land registry property alert service' online).

### (b) Advice if you are Currently in Rental Property

If you are living in rented accommodation, please do not give your landlord formal notice of your intention to move out without speaking to us first. Even if you have agreed a completion date with the seller, until contracts are exchanged that date is not legally binding. If you give your landlord notice too soon, you risk being made homeless. Please discuss this with us further.

### (c) Co-habitation Agreements

Are you buying as an unmarried couple? It may be that a co-habitation agreement would be a good idea for you. This is especially so if one of you is not going to be on the legal title, or if there are to be children living at the property from a previous relationship. If you would like more advice, please speak to your conveyancer (or direct to our family law department).

### (d) Declarations of Trust

Are you buying as an unmarried couple? Or maybe your parents are contributing towards the purchase price? Perhaps you're buying the property in your name, but another adult will be living in the property with you? Or maybe you're contributing towards the purchase price in uneven shares? A separate declaration of trust could help clarify your legal rights and responsibilities, and avoid any arguments or problems in the future. If you would like more advice, please speak to your conveyancer.

### (e) Wills

It is always important to consider what impact buying your new property is going to have on your estate. For example, who will inherit the property? What will happen to any children living at the property when you pass away? What impact will the value of the property have on your inheritance tax liability? If you would like more advice, please speak to your conveyancer (or direct to our Wills and Probate department).

## 6. Appendix - Additional Searches Order Slip

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The table below lists some of the more unusual additional searches we can carry out for you. To commission any of these, please tick the relevant box, sign this slip, and return it to us. We may need to contact you to ask for upfront payment before commissioning any of these searches.

Please note, the costs stated are rough estimates of the charges made by the search providers, and are unlikely to reflect the exact actual cost. For an up-to-date accurate figure, please contact the conveyancer handling your file.

In addition, we may have to make an extra charge ourselves of £50.00 plus VAT for each additional search commissioned in respect of our additional time used in conducting and checking additional searches.



#### **Ripley Office**

5 Market Place  
Ripley  
Derbyshire  
DE5 3BS  
T: 01773 744 744  
F: 01773 570 047  
E: [ripley@ellis-fermor.co.uk](mailto:ripley@ellis-fermor.co.uk)

#### **Long Eaton Office**

35 Derby Road  
Long Eaton  
Nottingham  
NG10 1LU  
T: 0115 972 5222  
F: 0115 946 1152  
E: [longeaton@ellis-fermor.co.uk](mailto:longeaton@ellis-fermor.co.uk)

#### **Beeston Office**

2 Devonshire Avenue  
Beeston  
Nottingham  
NG9 1BS  
T: 0115 922 1591  
F: 0115 925 9341  
E: [beeston@ellis-fermor.co.uk](mailto:beeston@ellis-fermor.co.uk)

#### **Belper Office**

8 Chapel Street  
Belper  
Derbyshire  
DE56 1AR  
T: 01773 821 665  
F: 01773 826 634  
E: [belper@ellis-fermor.co.uk](mailto:belper@ellis-fermor.co.uk)