



## Top FAQs for Sales

### 1. What are Additional Enquiries?

Under English Law the burden is on the seller to ensure they have all sufficient papers and permissions needed for the buyer to enjoy the use of the property without being sued for defective title.

As seller you cannot stop additional enquiries being raised. If the seller's documents are in order then there will be no need for the buyer solicitors to raise additional enquiries.

### When do the buyer solicitors raise "additional" enquiries?

Only if after they review the seller's title documents they notice problems with the title which need the seller to remedy or to explain in order to allow them to advise their client (the buyer) to purchase the property.

If the seller receives additional enquiries it means the buyer solicitors have found defects with the seller's title. At this point the seller needs to ask their solicitor if they will assist in helping them cure or organise insurance for the missing title.

Whatever happens, the seller must not ignore those questions as it risks delay and ultimately the buyer pulling out of the purchase.

Also if additional enquires are asked, the seller must co-operate with the seller's solicitors and ask them to see the deal with the additional task of helping the seller answer those additional enquiries to allow the seller to sell their property.

### 2. Can I leave some of the protocol forms blank?

Yes. These forms are lengthy, but they have to be completed by the seller otherwise the buyer solicitors will not be able to progress the buyers sale.

### Which parts of the forms must the seller complete?

All of them.

Don't leave any part of the Protocol forms blank; every question needs a reply even if it is "Don't know".

The duty is on the seller to reply to the best of their ability and truthfully. If there is a change in circumstances after completion of the forms you must update your solicitor and they will update the buyer solicitors

Your solicitor will explain this in more detail when they write to you.

### What are these forms?

The protocol forms consist of questionnaires and are designed in accordance with Law Society Protocol. They are standard and meant to help the buyer solicitors consider the seller's title and look for potential issues which may affect the sale of the property.

The two most common ones are the Property Information form and the Fixtures and Fittings form or Contents form as it is sometimes known as. If the seller is selling leasehold then they also have to complete the leasehold property information form.





### 3. Do I have to provide my mortgage redemption figure?

This is only applicable if you have a mortgage on the property you are selling

If yes, then as seller you must provide your solicitor with details of your lender to allow your solicitor to formally request your lender to send out a statement of what your lender believes you owe.

They will send out an initial redemption figure and then your solicitor will request a final redemption statement just after exchange so the lender can confirm what is owed by you by the completion (your move out) date.

If there is delay from your lender in sending this out to your solicitor, then your solicitor may let you know so you can help chase your own lender. This is because without that figure your solicitor will not be able to release your balance of sale proceeds to you, as they will need the lender redemption figure to ensure they pay them off. They will have given a personal promise (undertaking) to both the buyer and lender to allow you to sell your property.

### 4. What is the leasehold information pack?

This only applies to you if you are selling a leasehold property.

#### Why?

Because you will normally have someone looking after the common parts of the block and its insurance and maintenance and collection of your service payments and ground rent. They will need to hold various documents and accounts. Your buyer will need to have copies of all these varied documents which can run into bundles of pages.

Your freeholder or management company will charge you as their client for their time and copying charges for collating that pack of information, normally referred to as a leasehold information pack. Some will charge more than others. This can range anywhere between £250 to £500 normally but management companies have been known to charge less and some more.

Your solicitor will only know their charge once they are told of it by your Management Company or freeholder. Once they know they will tell you and you will need to make payment via your solicitor to the management company as they normally do not accept direct payments from you but you can try. A good solicitor however will be happy to do this for you as soon as you pay them for the cost of the pack the management company is asking for. I.e. pass the solicitor their cost and they will in turn pass it onto your Management Company or freeholder.