

Standard Clauses Checklist (SSC6)

The following points/questions should always be asked of clients as representing the material issues on which a client requires to give input prior to framing any formal acceptance.

The numbering reflects the relevant standard clauses.

Client:

Matter Number:

Property:

Date:

Completed by:

Offer:

Price: £

Entry:

Others:

Notes:

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| Clause | Question/Comment | Notes |
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| 1.1 | The price includes all fittings and fixtures. | |
| 1.1.4 | Note "new" fittings e.g. wall brackets etc | |
| 1.2 | All items are owned outright by the Seller. | |
| 1.3 | The Seller agrees to remove all items from the Property at settlement – ask about appliances that are not integrated. | |
| 2 | The Seller is not aware of any issues arising under this Clause. Note this now covers knotweed etc | |
| 3 | The Seller does not hold any guarantees for delivery. | |
| 4.1 | The Seller undertakes that all systems will be in working order commensurate with age at settlement. | |
| 4.6 | The Seller confirms that they have received no notice any system was unsafe/dangerous. | |
| 5.1 | The Seller has had no planning applications served on them. | |
| 5.2 | The Seller has no knowledge of any development proposal. | |
| 6 | The Seller is not aware of Council repair or other notices. | |
| 7.1.2 | The Seller is not aware of any material common repairs proposed or outstanding. <ul style="list-style-type: none"> • Is there a factor? • Who is the factor? | |
| 8 | There have been no alterations to the Property. Specifically under 8.5, the Seller warrants they have not carried out such works. | |
| 9 | There are no Court proceedings affecting the Property and no disputes with neighbours. | |
| 10 | The Seller is happy to give access post conclusion to Buyer for measuring up, etc. | |

| Clause | Question/Comment | Notes |
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| 11 | The Property has mains services and all meters are contained within the Property | |
| 14 | Is the Property a 'new home' and, if so, does it have NHBC or equivalent new home warranty cover. If instead there is an Architect's Supervision Certificate (or PCC), amendment to missives required. | |
| 16.1 | The Seller is not aware of any further title conditions imposed on the Property affecting the Property not disclosed in the title. | |
| 18.1(v) | The Seller will deliver keys for all external doors and garages. | |
| 18.1.7 | There are no applications for rectification. | |
| 19.1/19.5 | The Seller is not a foreign registered company. | |
| 20.1 | The Seller accepts risk of damage only passing at settlement and will maintain insurance in place. | |
| 20.4 | The current buildings insurance has been granted on normal reasonable terms. | |
| 28.1/28.2 | The Seller has owned the Property and has possessed the same peaceably for at least one year. | |
| 29.1 | The Seller does not have a green deal plan for electricity. | |
| 29.3 | The Property has no solar panels or similar. | |
| 31.2 | The Seller confirms the information in Property Questionnaire (PQ) is true and correct. | |
| 31.3 | The Seller confirms the information within the PQ remains same as at date of offer as at date of issue of PQ. | |
| 32 | Check the Deed will not be signed under any Power of Attorney. | |
| 34.1 | The Seller confirms they have made no claim for Council Tax reduction due to vacant property relief | |

| Clause | Question/Comment | Notes |
|--------|---|-------|
| 34.2 | Advise the Seller they require to intimate sale to the Council Tax authority | |
| 34.3 | The Seller confirms no alterations by them impacting on Council Tax banding | |
| 35 | Are there any existing Title Indemnity Policies. Review again this clause if new policy required during course of conveyancing. | |
| 36 | Is Seller an 'overseas entity' required to be registered in the ROE? | |

REMINDERS

- Check re SEPA/Water Tests, etc. if not mains
- Advise that they will need to sign disposition before date of entry
- Advise that the contract is not legally binding until missives are concluded in writing.
- NB – consider if CGT Return may be required if property is not a principal residence.

