

COPLEYS

SOLICITORS

PURCHASE

CLIENT QUESTIONNAIRE & INFORMATION SHEET

PROPERTY TO BE PURCHASED:

PURCHASE PRICE

Address:	
Postcode:	

£

Is there a related sale? YES/NO

	CLIENT 1 Mr/Mrs/Miss/Ms/Dr	CLIENT 2 Mr/Mrs/Miss/Ms/Dr
Title		
First Name		
Middle Name(s)		
Surname		
Correspondence Address:		
Occupation		
Date of Birth		
National Insurance No.		
Daytime Telephone		
Home Telephone		
Mobile Telephone		
E-Mail Address		

2. Estate Agents
Details:

3. Have you agreed to purchase anything separately?

Yes/No

Name _____

Address _____

Postcode _____

(If yes, please give details)

4. Please advise amount of deposit available and where this is available from:-

Amount of Deposit	£
(a) your own personal funds e.g. personal account, Building Society	YES/NO
(b) loan or gift from a relative	YES/NO
(c) loan from a company other than mortgagee (i.e. company you are obtaining the mortgage from	YES/NO

5. Will there be any persons over the age of 17 years residing at the property (other than yourself/yourselfs)?

YES/NO
(If, yes please give details)

6. Will you be getting a mortgage? (If yes, who with) YES/NO

Name _____

Address _____

Postcode _____

7. Do you wish us to carry out any of the following searches:-

		Yes	No
A) Local Search	As stated in our letter	<input type="checkbox"/>	<input type="checkbox"/>
B) Anglian Water Authority		<input type="checkbox"/>	<input type="checkbox"/>
C) Chancel Check		<input type="checkbox"/>	<input type="checkbox"/>
D) Environmental Search	£47.96	<input type="checkbox"/>	<input type="checkbox"/>
E) Planning Search	£32.20	<input type="checkbox"/>	<input type="checkbox"/>
* Please increase the amount of your cheque for searches as appropriate			

8. Will you be relying on a survey carried out by the mortgagee YES/NO

YES/NO

or will you be having an independent survey carried out? YES/NO

YES/NO

9. Do you have any questions you would wish to raise about the property?

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10. Do you have a particular completion date in mind?

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11. Will you be going on holiday prior to completion (please give dates when you will be unavailable)?

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12. To assist in monitoring our sources of new work, could you please indicated whether or not you are an existing client.

YES/NO
(If no, please give details as to who introduced you)

13 . JOINT BUYERS ONLY

When you purchase a property your name will be on the Deeds. If you buy a property with someone else, both of your names will appear on the Deeds. You can then hold the property together in one of two ways, and the transfer of the land to you will have to define how the property is held by you both (until severance of any Joint Tenancy: (see below)

Joint Tenants

If you purchase the property as Joint Tenants, the property is held by you both as one entity. This means that when the first of you dies, the survivor keeps the whole of the property and becomes the sole owner of the property. The property then will only pass under the Will of the one who dies last.

Tenants in Common

Tenants in Common hold the property in separate shares (a little like a shareholder in a Company). The shares can be equal or in unequal amounts (e.g. 80% to 20%). A tenant in common can deal separately with his share: e.g. he can (in theory) sell or charge his separate share, and he can leave it by Will to whoever he chooses. It may be important to look at this way of holding if contributions to the purchase price are unequal, or if one of you has anyone in particular (such as your children from another relationship) to whom you want to leave your share.

If you buy as Tenants in Common you should both make Wills at the time of buying property if you want to make sure that your own family benefit, and that the one of you who survives can stay on in the house after the death of the first co-owner.

Where the purchase price is being contributed in unequal proportions or the financial burden of the mortgage is being shared unequally we would recommend that the property be purchased as tenants in common and that a separate Declaration of Trust be completed setting out the proportions in which the property is held coupled with an option to purchase should one of you wish to dispose of their interest in the property and the other one not wish to dispose of the property itself. Please let us know if you wish to discuss this further

Severance of Joint Tenancy

One of you, as Joint Tenants can sever the Joint Tenancy by giving a simple written notice to the other. The property is then held by both of you as Tenants in Common and each of your separate shares can then be left by Will and so on (as under in Tenants in Common above).

Do you wish to purchase the property as Joint Tenants or Tenants in Common?

(please circle your choice)

Joint Tenants

| Tenants in Common

If Tenants in Common is the property to be held in equal shares

YES/NO

If No, in what proportions is the property to be held?

14. PLANNING PERMISSIONS AND BUILDING REGULATIONS

You will need to tell us if you consider the property you are buying has been altered or extended in any way so that we can be sure that it complies with planning permission. Certain issues may be revealed by our local search and where decisions are revealed we will ask the seller to produce copies for us to check with you. Unfortunately not all local authorities reveal all permissions in the search result.

We need to be sure that the original construction and any later changes are authorized. We also need to see the original planning permissions to check if there are likely to be any breaches of the conditions in the same. Irrespective of how old a permission is the local authority can still seek to enforce a condition for up to ten years from the date of any breach, not the date of the consent. If the sellers conveyancers will not for whatever reason supply copies of the relevant permissions then it will be necessary to obtain copies at your expense.

Building regulations deal with how a property is built and are a series of detailed technical specifications which exist to ensure the health and safety of people in and around the building. These confirm that the house met with the standards current at the time it was constructed. Unfortunately not all councils keep all such records and as time passes some get mislaid. If the original house or any alterations since construction were not recorded as having met these regulations there could be structural problems which may arise and which would then be your responsibility as the owner of the property to correct and this could affect the value of the property. A survey is of course always recommended as this may pick up any such problems. Unfortunately the regulations are only a snapshot of the situation on the day that the property was inspected and the situation may have changed subsequently.

If you have any concerns about the structure of the property or how any work was completed you will of course need to discuss these initially with your surveyor.

15. MORTGAGEES VALUATION

Not all mortgage lenders provide the solicitor with a copy of their surveyors valuation report. When you receive the same we should be obliged if you would arrange to let us have a copy. We would advise you that the lenders survey valuation should not be relied upon and you should seek a more detailed survey report.

16. BUILDING INSURANCE

If you are arranging your own buildings insurance, i.e. separate from the lenders block policy, then it is imperative that this is arranged in accordance with the lenders requirements which will be detailed in the mortgage offer and that it covers the following risks: fire, lightning, aircraft, explosion, earthquake, storm, flood, escape of water or oil, riot, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental breakage of glass and sanitary ware and accidental damage to underground services. We will need to have seen evidence that building insurance cover is arranged covering the above before we exchange contracts. The policy should be put in force from exchange of contracts.

17. LIFE COVER

Before being able to exchange contracts we will need to have received from you details of the life cover arranged. Please note that life policies should be put in force from exchange of contracts.

18. IDENTIFICATION

We will need to receive from you evidence of your identity by way of, e.g. passport, or such other evidence as may be required by your lender and we will ask you to provide such evidence when you attend at the office to sign the contract documentation.

19. LOCAL SEARCH FEE

We would remind you to forward with this completed form the fee requested as indicated in the attached letter.

20. STAMP DUTY and LAND REGISTRATION FEES

We would remind you that we will need to have received from you before completion sufficient funds to cover the amount of Stamp Duty and Land Registration fees which become payable following completion.

21. DEEDS AND DOCUMENTS FOLLOWING COMPLETION

As many lenders no longer store the title deeds it may be that following completion of your purchase we will send to you a packet of documents relating to the property consisting of, e.g. Conveyance deeds, planning permissions, searches, etc. Please keep these documents safe as they will be needed in relation to a subsequent sale by you.

In the event of Copleys being instructed to act for any Seller, I/we confirm that by signing this form we give our consent to Copleys acting for both parties, as required under the Solicitor Practice Rules

Signed

IMPORTANT INFORMATION SHEET (please read and keep)

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DEPOSIT

Sale and purchase - It is usual for a 10% deposit to be paid on exchange of contracts, or such lesser figure as may be agreed, depending on the amount you are borrowing from the mortgage lender. As you are selling a property we would anticipate that the deposit offered by your buyer will be sufficient monies to be used as the deposit on your purchase. If it is not then we may have to ask you for some monies to cover the balance of deposit for your purchase.

Purchase only - It is usual for a 10% deposit to be paid on exchange of contracts, or such lesser figure as may be agreed, depending on the amount you are borrowing from the mortgage lender and we will ask you to provide these funds when requesting your attendance at the office to sign the contract. All payments should always be made to Copleys and will need to be in a guaranteed form e.g. Bankers Draft or Building Society branch cheque.

STAMP DUTY and LAND REGISTRATION FEES

We would remind you that we will need to have received from you before completion sufficient funds to cover the amount of Stamp Duty and Land Registration fees which become payable following completion.

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