



CILEX Level 6 Single Subject Certificate/CILEX Level 6 Professional Higher Diploma in Law and Practice/CILEX Level 6 Graduate Fast-Track Diploma

Unit 17 – Conveyancing

Case study materials

January 2026

Information for candidates

- You should familiarise yourself with these case study materials before the examination, taking time to consider the themes raised in the materials.
- You should consider the way in which your knowledge and understanding relate to these materials.
- In the examination, you will be presented with a set of questions which will relate to these materials.
- You may discuss these materials with your tutor(s).

Instructions and information to candidates during the examination

- You are allowed to take your own clean/unannotated copy of this document into the examination. Alternatively, you can access the electronic version of this document in the examination.
- You are **not** allowed access to any statute books in the examination.
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

Turn over

ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer in the firm of Kempstons, The Manor House, Bedford, MK42 7AB. You have just started work in the Property Department and your supervising partner is Susan Shah.

Susan acts for Priya Chopra in relation to her sale of a property. Susan also acts for Priya and her partner, Jan Biniek, in relation to their linked purchase transaction. Susan has asked you to take over the day-to-day conduct of these transactions and has supplied you with the following documents:

- | | |
|-------------------|--|
| Document 1 | Memorandum dated 7 January 2026 |
| Document 2 | Attendance Note dated 6 January 2026 |
| Document 3 | Official copy of the register of title for Flat 12, Greyfriars House, Warwick Row, Coventry, CV1 5ED |
| Document 4 | Extract from Lease relating to Flat 12, Greyfriars House, Warwick Row, Coventry, CV1 5ED |
| Document 5 | Extract of replies to the CON29 Enquiries of the Local Authority for Mill Cottage, Mill Lane, Sevenoaks, Kent, TA6 9JG |
| Document 6 | Standard Conditions of Sale (Fifth Edition – 2018 Revision) |

DOCUMENT 1

MEMORANDUM

To: Trainee lawyer

From: Susan Shah

Date: 7 January 2026

Subject: Ms P. Chopra and Mr J. Biniek
Sale of Flat 12, Greyfriars House, Warwick Row, Coventry, CV1 5ED (**Flat 12**) (Ms Chopra only) and joint purchase of Mill Cottage, Mill Lane, Sevenoaks, Kent, TA6 9JG. (**Mill Cottage**)

I act for Priya Chopra and Jan Biniek. Priya is selling her deceased mother's flat, Flat 12, which is a second-floor flat in a residential apartment block that was built in 2008. Priya and Jan are jointly buying a home, Mill Cottage, with the aid of a mortgage.

I attach a copy of my attendance note dated 6 January 2026 (**Document 2**) and I have obtained an official copy of the register of title for Flat 12 (**Document 3**). I also have the Lease and attach an extract (**Document 4**).

I have received an email from Estates LLP, the Sellers' lawyer, confirming adoption of the Law Society Conveyancing Protocol (**the Protocol**). Estates LLP has also sent through replies to the CON29 Enquiries of the Local Authority for Mill Cottage (**Document 5**), which were obtained by a previous buyer who withdrew from the transaction.

I would like you to take over the day-to-day conduct of the clients' matters.

Susan

DOCUMENT 2

ATTENDANCE NOTE

Date: 6 January 2026

Time engaged: 66 minutes

Fee earner: Susan Shah

Clients' full names: Priya Chopra (sale)
and
Priya Chopra and Jan Biniek (purchase)

Address: Flat 12, Greyfriars House, Warwick Row, Coventry, CV1 5ED
(Priya's present address)

Contact details: prchopra@tmail.co.uk

BACKGROUND INFORMATION

Priya Chopra and her partner, Jan Biniek, usually live in a rented flat in London because their jobs are based there. Priya works in IT and Jan is a musician. However, four months ago they moved to live in Priya's mother's flat in Coventry in order to care for Priya's mother following the death of her father (Arjan Chopra). Her mother (Nuili Chopra) has now also died and Priya is selling the flat.

Arjan's Will appoints Priya as his sole executrix and gives one half of his estate to Priya and the remaining half to his son, Maz, from a previous marriage. Priya is the executrix and sole beneficiary of Nuili's estate. The Grants of Probate for both estates are on file.

[NOTE TO CANDIDATES: The grants are NOT supplied nor required for this examination.]

Priya and Jan have decided to relocate out of London, as both will work from home, and are buying a property together in Sevenoaks, Kent, which they plan to renovate.

Details of sale

Property: Flat 12, Greyfriars House, Warwick Row, Coventry, CV1 5ED

Sale Price: £410,000

Contents: All carpets and curtains are included in the Sale Price.

Buyers: Jemma Marsh and Matthew Keith Marsh of 18, Townsend Close, Canley, Coventry, CV4 7RL.

Buyers' Lawyers: Holdsman and Co Property Lawyers, 54 The Parade, Coventry, CV3 9ES. George Holdsman is dealing (email: g.holdsman@hpl.co.uk).

Mortgage:	None.
Deposit:	10% required.
Fee, etc:	Fixed quote of £800 plus VAT and disbursements.
Buyers' Mortgage Lender:	Santander.
Completion Date:	As soon as possible.
Estate Agents:	Garth & Co., 56 High Street, Canley, CV4 2ED. The agent is Sarah Lapwind (email: s.lapwind@garth.co.uk).
Other Information:	<ol style="list-style-type: none">(1) We have received an email from the Buyers' Lawyers confirming that they are instructed and asking for confirmation that we will also be following the Law Society Conveyancing Protocol. We will be giving that confirmation.(2) Client has signed all relevant Protocol documentation. She has left a bundle of documents, including the original Lease.(3) Client also mentioned that part of the garden fence had blown down in the recent gales and she has promised the Buyers that this will be dealt with before completion.(4) Client ID and AML checks re Priya completed satisfactorily.

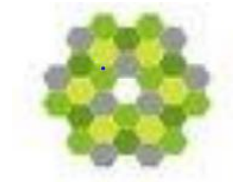
Details of purchase

Property:	Mill Cottage, Mill Lane, Sevenoaks, Kent, TA6 9JG.
Seller:	Hazel Simms, Dorley Wood Care Home, Forest Road, Sevenoaks, Kent, TA7 0LL. Her son, Charlie Simms, is acting on his mother's behalf under a lasting power of attorney.
Seller's Lawyers:	Estates LLP, 71 Beech Road, Sevenoaks, TA2 6FS. The matter is being handled by Viktor Daunke, whose email address is v.daunke@estatesllp.com.
Purchase Price:	£470,000. The clients have a deposit available of 10% if necessary. They are contributing to the purchase price equally from savings and Priya's share of the flat net sale proceeds.
Mortgage:	Joint mortgage for £50,000 from Coventry Building Society. Offer accepted, waiting on formal instructions. This firm is on the Lender Panel.
Survey:	Clients are arranging.

Completion Date:	As soon as possible.
Linked Transaction:	To tie in with sale of Flat 12.
Fees, etc:	<p>Fixed quote – £1150 plus VAT and disbursements. Client care and complaints procedure all dealt with and engagement letter sent.</p> <p>[NOTE TO CANDIDATES: Letter NOT supplied.]</p> <p>Clients' ID and AML checks are satisfactory.</p>
Other Information:	<ol style="list-style-type: none">(1) Mill Cottage has an unregistered title. The property is owned by Hazel Simms, who has recently moved into a care home. Hazel was given the property in 1988 by her father, James Simms, who purchased the property in 1950. Hazel no longer has capacity to deal with her affairs.(2) Mill Cottage was built in about 1850. It was originally part of a settlement for miners and their families when coal mining was common in Kent. It is located in a quiet part of Sevenoaks, just off the High Street where there are a few local shops.(3) Priya and Jan did not raise any immediate concerns from their personal inspection of Mill Cottage although they were unsure if the property is connected to mains drainage and think it may have a septic tank. They also said that Mill Lane is a country road and is in need of repair. They confirmed the property has been extended recently to allow for a bedroom downstairs.(4) We have completed the due diligence checks and received the contract pack and the previous buyer's local search. We have not submitted any other searches or reviewed the contract yet.(5) The estate agents' particulars describe Mill Cottage as 'a secluded thatched cottage in superb countryside near the River Darent, a unique chalk stream, popular with walkers. There is a nursery and primary school with outstanding Ofsted accreditation and a well-attended picturesque medieval church nearby. The property has recently had an exterior renovation and new windows installed....'(6) Priya and Jan are first-time buyers and neither has owned a property in England or Wales before.

DOCUMENT 3

**Official copy of the register of title for
Flat 12, Greyfriars House, Warwick Row, Coventry CV1 5ED**



Land Registry

**Official copy
of register of
title**

Title Number TN74581

Edition date 16.10.2003

- This official copy shows the entries subsisting on the register on 6 January 2026 at 12:35:24.
- This date must be quoted as the 'search from date' in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 6 January 2026 at 12:35:24.
- Under s.67 of the Land Registration Act 2002 this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by the Land Registry, Coventry Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST MIDLANDS: COVENTRY

- 1 (16.10.2003) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Flat 12, Greyfriars House, Warwick Row, Coventry (CV1 5ED) and parking space.

NOTE: as to the land tinted blue only the second floor flat is included in the title.

[NOTE TO CANDIDATES: The title plan for this title has NOT been supplied and you may assume that it is in order. You should, however, make reference to it if it is relevant to any answer that you give in the examination.]

- 2 (16.10.2003) The mines and minerals are excepted.
- 3 (16.10.2003) Short particulars of the lease(s) (or under-leases) under which the land is held are:

Date: 29th September 2003
 Term: 125 years from 29th September 2003
 Parties: (1) Barratt Homes PLC
 (2) Greyfriars Management Company Limited
 (3) Nuili Chopra and Arjan Chopra
 Rent: £200 per annum

- 4 (16.10.2003) The Landlord's title is registered under title number TN50403.

[NOTE TO CANDIDATES: An official copy of the freehold title has NOT been supplied and you may assume that it is in order. You should, however, make reference to it if it is relevant to any answer that you give in the examination.]

- 5 (16.10.2003) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restrictions against dealings therewith inter vivos contained in the Lease.
- 6 (16.10.2003) Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as these easements exist and benefit or affect the registered land.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (16.10.2003) PROPRIETOR: NUILI CHOPRA and ARJAN CHOPRA of Flat 12, Greyfriars House, Warwick Row, Coventry CV1 5ED
- 2 (16.10.2003) The price stated to have been paid on the 29 September 2003 was £220,000.
- 3 (16.10.2003) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (16.10.2003) RESTRICTION: No transfer by the proprietor of the registered estate is to be registered without a certificate signed by a director for the time being on behalf of Greyfriars Management Company Limited or by a conveyancer that the provisions of clause 6.17 or 6.18 of the registered lease have been complied with.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (16.10.2003) The parts of the land affected thereby are subject to the rights granted by a Deed dated 29 April 1988 made between (1) New Towns Commission and (2) Webbers Homes Limited.

NOTE: *Copy filed under TN5210.*

End of register

Turn over

DOCUMENT 4

**Extract from Lease relating to
Flat 12, Greyfriars House, Warwick Row, Coventry (CV1 5ED)**

[NOTE TO CANDIDATES: You may assume that any omitted clauses are actually within the Lease and are correct.]

5. THE TENANT COVENANTS with the Landlord:

5.1.1 to pay the Rent and other money made payable to the Landlord at the times and in manner as provided without any deduction whatsoever

5.1.2 to permit persons and their agents contemplating acquisition of the Landlord's estate and interest in the Development and authorised by the Landlord or the Landlord's agents to inspect the Property at reasonable times and after reasonable notice

6. THE TENANT COVENANTS with the Landlord and the Management Company and (as a separate covenant) with each of the Other Tenants for the time being of the Dwellings (all of whom the Landlord the Management Company and the Other Tenants are in this clause collectively called "the Covenantees") for the benefit of the property respectively vested in the Covenantees and each and every part of it:

6.1 to pay contributions by way of the Service Charge to the Management Company equal to the Tenant's Proportion of the amount which the Management Company may from time to time expend and as may reasonably be required on account of anticipated expenditure on rates services repairs maintenance or insurance being and including expenditure described in the Second Schedule AND to pay the Service Charge not later than 14 days of being demanded the contributions being due on demand and if so required in writing by the Management Company or the Landlord to pay the Service Charge by banker's order to a bank or other financial institution account nominated by the Management Company or the Landlord as the case may be at such intervals as the Landlord or Management Company shall direct being not more frequently than monthly

6.2 to observe the regulations set out in the Fifth Schedule

6.3 to pay all rates taxes assessments charges impositions and outgoings which may be at any time during the Term assessed charged or imposed upon or payable in respect of or by the owner or occupier of the Property and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of the Building to pay a proper proportion attributable to the Property

6.4 to pay value added tax and any other tax chargeable in respect of payments due from the Tenant or where the Tenant is bound to reimburse or provide indemnity under or in connection with this Lease

6.5 to keep the Property and all additions to it in good and tenantable repair and decorative condition (but not to decorate any part of the exterior of the Property including the exterior of external doors and windows of the Property) and forthwith to replace all

broken glass and to replace and renew the Landlord's fixtures and fittings which materially reach the end of their useful life the replacement or renewal to be of suitable and at least equal or similar quality

6.6 to keep clean the interior of the windows of the Property

6.8 if the Tenant makes default in the performance of the covenants relating to works of repair decoration reinstatement or renewal to permit the Landlord or the Management Company and persons authorised by the Landlord or the Management Company (but without prejudice to the right of re-entry contained in this Lease) to enter the Property and carry out the works at the expense of the Tenant in accordance with those covenants and to repay the expense of the works to the Landlord or the Management Company (as the case may be) on demand

6.10 not to cut, maim or injure the structural parts roofs or walls of the Property or make any structural alterations or additions to the Property

6.11 not to erect any aerial satellite receiving dish or like apparatus upon the Property

6.12 to view those parts of the Building to which the Tenant has access or which are visible to the Tenant for defects and wants of repair decoration reinstatement replacement or renewal for which the Landlord or the Management Company is responsible and forthwith notify the Landlord and the Management Company of any defects or wants of repair decoration reinstatement or renewal

6.13 to yield up to the Landlord the Property at the expiry or sooner determination of the Term in good repair and decorative order and condition in accordance with the Tenant's covenants with all additions and improvements and all fixtures now and during the Term affixed or fastened to or upon the Property

6.14 to use and occupy the Property as a private dwelling for a single household or family occupation only and not for any other purpose

6.15 not to assign underlet or part with possession of part of the Property as distinct from the whole

6.16 not to assign underlet or part with possession of the Property as a whole without the Landlord's written prior consent PROVIDED that in connection with the grant of such consent the Tenant must pay the Landlord's reasonable fees in granting such consent and the assignee or undertenant must also comply with the provisions of clause 6.17

6.17 should the Tenant or any undertenant desire to transfer assign or underlet the Property or this Lease or an underlease (except in the case of an underletting for a period not exceeding three years) of the Property to ensure that the transferee assignee or undertenant enters into and executes the appropriate Deed of Covenant (in duplicate) in the form set out in the Sixth Schedule contemporaneously with the transfer assignment or underlease and with alterations as to the deaths of the parties or as other circumstances render necessary and to lodge the Deed of Covenant and the duplicate with and to pay the reasonable fees of the Landlord and the Management Company and of the respective

solicitors for the Landlord and the Management Company in connection with the drafting, approval, engrossment and recording of the Deed of Covenant

6.18 upon a devolution or other transmission of the Property, this Lease or an underlease (except in the case of an underletting for a period not exceeding three years) of the Property not coming within clause 6.17 to use the Tenant's best endeavours to ensure that the person in whom the Property, this Lease or underlease becomes vested as a result of the devolution or transmission enters into and executes the appropriate Deed of Covenant (in duplicate) in the form set out in the Sixth Schedule and with such alterations as the deaths of the parties or as other circumstances render necessary and to lodge the Deed of Covenant and the duplicate with and to pay the reasonable fees of the Landlord and the Management Company and of the respective solicitors for the Landlord and Management Company in connection with the drafting, approval, engrossment and recording of the Deed of Covenant

6.19 within one calendar month of every transfer assignment underlease mortgage or legal charge of the Property, this Lease or an underlease of the Property and also of every Grant of Probate or Letters of Administration, Order of Court or other instrument effecting or evidencing a devolution of the title of the Property, this Lease or an underlease being executed or operating or taking effect or purporting to operate or take effect to provide the respective solicitors for the Landlord and the Management Company with a certified copy for the purpose of registration and to pay the reasonable fees of the Landlord and the Management Company and of the respective solicitors for the Landlord and the Management Company in respect of each document or instrument so produced

6.20 upon any transaction or disposition to which the Tenant is a party or over which the Tenant has control involving a transfer or assignment of this Lease to ensure that the transferee or assignee as a result of the transaction or disposition becomes a registered member of the Management Company if the Articles of the Management Company so permit

6.21 upon any devolution or transmission of this Lease to which the Tenant is not a party and over which the Tenant has no control to use the Tenant's best endeavours to ensure that the person in whom this Lease becomes vested as a result of the devolution or transmission becomes a member of the Management Company and so registered if the Articles of the Management Company so permit

6.31 if Rent properly payable (whether demanded or not) or any other monetary payment under this Lease is not paid within 14 days of becoming due then to pay interest on it at the Interest Rate the interest to accrue from day to day commencing on the date when the payment became due until payment is made

[NOTE TO CANDIDATES: The Sixth Schedule containing the deed of covenant referred to has NOT been reproduced but the purpose of the deed is to ensure that the incoming tenant takes over responsibility for the tenant covenants and obligations in the Lease.]

DOCUMENT 5

**Extract of replies to CON29 Enquiries for
Mill Cottage, Mill Lane, Sevenoaks, Kent TA6 9JG
dated 15 December 2025**

ENQUIRY	RESPONSE
PLANNING AND BUILDING REGULATIONS 1.1. Planning and building decisions and pending applications Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements?	Informative: (1) This reply does not cover other properties in the vicinity of the property. (2) In relation to 1.1(a)-(f) below, copies of decision notices/consents can be obtained in person, or by writing to the address given below. Land Charges, Sevenoaks District Council, Argyle Road, Sevenoaks, Kent, TN13 1HG. The office is open 9.30 a.m. to 5.00 p.m. Monday to Friday, excluding public and bank holidays. (3) The Council's computerised records of building regulation approvals and building regulation completion certificates do not extend back before 1 April 2000.
(a) a planning permission	(i) See attached list. [Note to candidates: the list is not supplied and is not required.]
(b) a listed building consent	None
(c) a conservation area consent	Ref CA 1971/ 562 Application: For designation of Sevenoaks High Street Conservation Area Application granted (Date:20/08/1971)
(d) a certificate of lawfulness of existing use or development	None
(e) a certificate of lawfulness of proposed use or development	None
(f) a certificate of lawfulness of proposed works for listed buildings	None
(g) a heritage partnership agreement	None
(h) a listed building consent order	None
(i) a local listed building consent order	None
(j) building regulations approval	None
(k) a building regulation completion certificate and	See attached [Note to candidates: not produced for purposes of exam.]
(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	None

1.2 Planning designations and proposals What designations of land use for the property, or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	None
ROADS AND PUBLIC RIGHTS OF WAY Roadways, footways and footpaths 2.1. Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:	Informative: If a road, footpath or footway is not a highway, there may be no right to use it. The Council cannot express an opinion without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.
(a) highways maintainable at public expense	High Street – Yes Mill Lane – No
(b) subject to adoption and, supported by a bond or bond waiver	N/A
(c) to be made up by a local authority who will reclaim the cost from the frontagers	N/A
(d) to be adopted by a local authority without reclaiming the cost from the frontagers	N/A
Public rights of way 2.2. Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?	Yes. A public footpath abuts the southern boundary of the property, forming part of Mill Lane
2.3. Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?	No
2.4. Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?	No
2.5. If so, please attach a plan showing the approximate route.	N/A
OTHER MATTERS: Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? If so, how can copies of relevant documents be obtained?	
3.1. Land required for public purposes Is the property included in land required for public purposes?	No
3.2. Land to be acquired for road works Is the property included in land to be acquired for road works?	No

3.3. Drainage matters	Informative: Enquiries about drainage should also be made of the local sewerage undertaker: South East Water Ltd, email to the following email address: searches@southeastwater.co.uk
(a) Is the property served by a sustainable urban drainage system (SuDS)?	No
(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	No
(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?	Enquiries should be made of the local sewerage undertaker: South East Water Ltd.
3.4. Nearby road schemes Is the property (or will it be) within 200 metres of any of the following?	Informative: A mini roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking, less than 4 metres in diameter and with or without flared approaches.
(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme	No
(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway	No
(c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving:- (i) construction of a roundabout (other than a mini roundabout), or (ii) widening by construction of one or more additional traffic lanes	No
(d) the outer limits of: (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes.	No
(e) the centre line of the proposed route of a new road under proposals published for public consultation	No

<p>(f) the outer limits of:</p> <ul style="list-style-type: none"> (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway (ii) construction of a roundabout (other than a mini roundabout) (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation 	No
<p>3.5. Nearby railway schemes</p> <p>(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?</p>	No
<p>(b) Are there any proposals for a railway, tramway, light railway or monorail within the local authority boundary?</p>	No
<p>3.6. Traffic schemes</p> <p>Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B & C and are within 200 metres of the boundaries of the property?</p>	<p>Informative: This enquiry is designed to reveal matters that are yet to be implemented &/or could not be ascertained by a visual inspection. Schemes that have been/are currently being implemented will not be referred to in answer to this enquiry.</p>
(a) permanent stopping up or diversion	No
(b) waiting or loading restrictions	No
(c) one-way driving	No
(d) prohibition of driving	No
(e) pedestrianisation	No
(f) vehicle width or weight restriction	No
(g) traffic calming works including road humps	No
(h) residents' parking controls	No
(i) minor road widening or improvement	No
(j) pedestrian crossings	No
(k) cycle tracks	No
(l) bridge building	No
<p>3.7. Outstanding notices</p> <p>Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this form?</p>	<p>Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</p> <p>Informative: Flooding information held by the Environment Agency is not provided in answer to this enquiry. If the property is affected by flooding from a main river or the sea, information may be sought from the Environment Agency.</p>
(a) building works	No
(b) environment	No
(c) health and safety	No

(d) housing	No
(e) highways	No
(f) public health	No
(g) flood and coastal erosion risk management	No
3.8. Contravention of building regulations Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?	No
3.9. Notices, orders, directions and proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following?	Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.
(a) an enforcement notice	The Council has resolved to serve an enforcement notice in respect of unauthorised development at the property.
(b) a stop notice	No
(c) a listed building enforcement notice	No
(d) a breach of condition notice	No
(e) a planning contravention notice	No
(f) another notice relating to breach of planning control	No
(g) a listed building repairs notice	No
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
(i) a building preservation notice	No
(j) a direction restricting permitted development	No
(k) an order revoking or modifying planning permission	No
(l) an order requiring discontinuance of use or alteration or removal of building or works	No
(m) a tree preservation order	No
(n) proceedings to enforce a planning agreement or planning contribution	No
3.10. Community infrastructure levy (CIL)	Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.
(a) Is there a CIL charging schedule?	No

(b) If yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following: (i) a liability notice? (ii) a notice of chargeable development? (iii) a demand notice? (iv) a default liability notice? (v) an assumption of liability notice? (vi) a commencement notice?	N/A
(c) Has any demand notice been suspended?	N/A
(d) Has the local authority received full or part payment of any CIL liability?	N/A
(e) Has the local authority received any appeal against any of the above?	N/A
(f) Has a decision been taken to apply for a liability order?	N/A
(g) Has a liability order been granted?	N/A
(h) Have any other enforcement measures been taken?	N/A
3.11 Conservation area Do the following apply in relation to the property?	
(a) the making of the area a conservation area before 31 August 1974	The Council resolved to designate the area as a conservation area (Date:20/08/1971)
(b) an unimplemented resolution to designate the area a conservation area	No
3.12. Compulsory purchase Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry. No
3.13. Contaminated land Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property)?	Informative: A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination, or from the risk of it, and the reply may not disclose steps taken by another local authority in whose area adjacent or adjoining land is situated.
(a) a contaminated land notice	No
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990 (i) a decision to make an entry (ii) an entry	No

(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice	No
3.14. Radon gas Do records indicate that the property is in a “Radon Affected Area” as identified by Public Health England?	No
3.15. Assets of Community Value	Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.
(a) Has the property been nominated as an asset of community value? If so: (i) Is it listed as an asset of community value? (ii) Was it excluded and placed on the “nominated but not listed” list? (iii) Has the listing expired? (iv) Is the local authority reviewing or proposing to review the listing?	No N/A N/A N/A N/A`
(v) Are there any subsisting appeals against the listing?	N/A
(b) If the property is listed: (i) Has the local authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property? (ii) Has the local authority received a notice of disposal? Has any community interest group requested to be treated as a bidder?	N/A N/A N/A

DOCUMENT 6

STANDARD CONDITIONS OF SALE (5TH EDITION – 2018 REVISION)

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<p>1. GENERAL</p> <p>1.1 Definitions</p> <p>1.1.1 In these conditions:</p> <p>(a) 'accrued interest' means:</p> <p>(i) if money has been placed on deposit or in a building society share account, the interest actually earned</p> <p>(ii) otherwise, the interest which might reasonably have been earned by depositing the money at interest on seven days' notice of withdrawal with a clearing bank less, in either case, any proper charges for handling the money</p> <p>(b) 'clearing bank' means a bank admitted by the Bank of England as a direct participant in its CHAPS system</p> <p>(c) 'completion date' has the meaning given in condition 6.1.1</p> <p>(d) 'contents price' means any separate amount payable for contents included in the contract</p> <p>(e) 'contract rate' means the Law Society's interest rate from time to time in force</p> <p>(f) 'conveyancer' means a solicitor, barrister, duly certified notary public, licensed conveyancer or recognised body under sections 9 or 23 of the Administration of Justice Act 1985</p> <p>(g) 'lease' includes sub-lease, tenancy and agreement for a lease or sub-lease</p> <p>(h) 'mortgage' means a mortgage or charge securing the repayment of money</p> <p>(i) 'notice to complete' means a notice requiring completion of the contract in accordance with condition 6.8</p> <p>(j) 'public requirement' means any notice, order or proposal given or made (whether before or after the date of the contract) by a body acting on statutory authority</p> <p>(k) 'requisition' includes objection</p> <p>(l) 'transfer' includes conveyance and assignment</p> <p>(m) 'working day' means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.</p> <p>1.1.2 In these conditions the terms 'absolute title' and 'official copies' have the special meanings given to them by the Land Registration Act 2002.</p> <p>1.1.3 A party is ready, able and willing to complete:</p> <p>(a) if he could be, but for the default of the other party, and</p> <p>(b) in the case of the seller, even though the property remains subject to a mortgage, if the amount to be paid on completion enables the property to be transferred freed of all mortgages (except any to which the sale is expressly subject).</p> <p>1.1.4 These conditions apply except as varied or excluded by the contract.</p> <p>1.2 Joint parties</p> <p>If there is more than one seller or more than one buyer, the obligations which they undertake can be enforced against them all jointly or against each individually.</p> <p>1.3 Notices and documents</p> <p>1.3.1 A notice required or authorised by the contract must be in writing.</p> <p>1.3.2 Giving a notice or delivering a document to a party's conveyancer has the same effect as giving or delivering it to that party.</p> <p>1.3.3 Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent:</p> <p>(a) by fax, or</p> <p>(b) by e-mail to an e-mail address for the intended recipient given in the contract.</p> <p>1.3.4 Subject to conditions 1.3.5 to 1.3.7, a notice is given and a document is delivered when it is received.</p> <p>1.3.5</p> <p>(a) A notice or document sent through a document exchange is received when it is available for collection.</p> <p>(b) A notice or document which is received after 4.00 pm on a working day, or on a day which is not a working day, is to be treated as having been received on the next working day.</p> <p>(c) An automated response to a notice or document sent by e-mail that the intended recipient is out of the office is to be treated as proof that the notice or document was not received.</p> <p>1.3.6 Condition 1.3.7 applies unless there is proof:</p> <p>(a) that a notice or document has not been received, or</p> <p>(b) of when it was received.</p> <p>1.3.7 A notice or document sent by the following means is treated as having been received as follows:</p> <p>(a) by first-class post: before 4.00 pm on the second working day after posting</p> <p>(b) by second-class post: before 4.00 pm on the third working day after posting</p> <p>(c) through a document exchange: it would normally be available for collection by the addressee</p> <p>(d) by fax: one hour after despatch</p> <p>(e) by e-mail: before 4.00 pm on the first working day after despatch.</p> <p>1.4 VAT</p> <p>1.4.1 The purchase price and the contents price are inclusive of any value added tax.</p> <p>1.4.2 All other sums made payable by the contract are exclusive of any value added tax and where a supply is made which is chargeable to value added tax, the recipient of the supply is to pay the supplier (in addition to any other amounts payable under the contract) a sum equal to the value added tax chargeable on that supply.</p> <p>1.5 Assignment and sub-sales</p> <p>1.5.1 The buyer is not entitled to transfer the benefit of the contract.</p> <p>1.5.2 The seller cannot be required to transfer the property in parts or to any person other than the buyer.</p> <p>1.6 Third party rights</p> <p>Unless otherwise expressly stated nothing in this contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the contract.</p> <p>2. FORMATION</p> <p>2.1 Date</p> <p>2.1.1 If the parties intend to make a contract by exchanging duplicate copies by post or through a document exchange, the contract is made when the last copy is posted or deposited at the document exchange.</p> <p>2.1.2 If the parties' conveyancers agree to treat exchange as taking place before duplicate copies are actually exchanged, the contract is made as so agreed.</p> <p>2.2 Deposit</p> <p>2.2.1 The buyer is to pay or send a deposit of 10 per cent of the purchase price no later than the date of the contract.</p> <p>2.2.2 If a cheque tendered in payment of all or part of the deposit is dishonoured when first presented, the seller may, within seven working days of being notified that the cheque has been dishonoured, give notice to the buyer that the contract is discharged by the buyer's breach.</p> <p>2.2.3 Conditions 2.2.4 to 2.2.6 do not apply on a sale by auction.</p> <p>2.2.4 The deposit is to be paid:</p> <p>(a) by electronic means from an account held in the name of a conveyancer at a clearing bank to an account in the name of the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him and maintained at a clearing bank, or</p> <p>(b) to the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him by cheque drawn on a solicitor's or licensed conveyancer's client account</p> <p>2.2.5 If before completion date the seller agrees to buy another property in England and Wales for his residence, he may use all or any part of the deposit as a deposit in that transaction to be held on terms to the same effect as this condition and condition 2.2.6.</p> <p>2.2.6 Any deposit or part of a deposit not being used in accordance with condition 2.2.5 is to be held by the seller's conveyancer as stakeholder on terms that on completion it is paid to the seller with accrued interest.</p>	<p>2.3 Auctions</p> <p>2.3.1 On a sale by auction the following conditions apply to the property and, if it is sold in lots, to each lot.</p> <p>2.3.2 The sale is subject to a reserve price.</p> <p>2.3.3 The seller, or a person on his behalf, may bid up to the reserve price.</p> <p>2.3.4 The auctioneer may refuse any bid.</p> <p>2.3.5 If there is a dispute about a bid, the auctioneer may resolve the dispute or restart the auction at the last undisputed bid.</p> <p>2.3.6 The deposit is to be paid to the auctioneer as agent for the seller.</p> <p>3. MATTERS AFFECTING THE PROPERTY</p> <p>3.1 Freedom from incumbrances</p> <p>3.1.1 The seller is selling the property free from incumbrances, other than those mentioned in condition 3.1.2.</p> <p>3.1.2 The incumbrances subject to which the property is sold are:</p> <p>(a) those specified in the contract</p> <p>(b) those discoverable by inspection of the property before the date of the contract</p> <p>(c) those the seller does not and could not reasonably know about</p> <p>(d) those, other than mortgages, which the buyer knows about</p> <p>(e) entries made before the date of the contract in any public register except those maintained by the Land Registry or its Land Charges Department or by Companies House</p> <p>(f) public requirements.</p> <p>3.1.3 After the contract is made, the seller is to give the buyer written details without delay of any new public requirement and of anything in writing which he learns about concerning a matter covered by condition 3.1.2.</p> <p>3.1.4 The buyer is to bear the cost of complying with any outstanding public requirement and is to indemnify the seller against any liability resulting from a public requirement.</p> <p>3.2 Physical state</p> <p>3.2.1 The buyer accepts the property in the physical state it is in at the date of the contract unless the seller is building or converting it.</p> <p>3.2.2 A leasehold property is sold subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the lease liable to forfeiture.</p> <p>3.2.3 A sub-lease is granted subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the seller's own lease liable to forfeiture.</p> <p>3.3 Leases affecting the property</p> <p>3.3.1 The following provisions apply if any part of the property is sold subject to a lease.</p> <p>3.3.2</p> <p>(a) The seller having provided the buyer with full details of each lease or copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.</p> <p>(b) The seller is to inform the buyer without delay if the lease ends or if the seller learns of any application by the tenant in connection with the lease, the seller is then to act as the buyer reasonably directs, and the buyer is to indemnify him against all consequent loss and expense.</p> <p>(c) Except with the buyer's consent, the seller is not to agree to any proposal to change the lease terms nor to take any step to end the lease.</p> <p>(d) The seller is to inform the buyer without delay of any change to the lease terms which may be proposed or agreed.</p> <p>(e) The buyer is to indemnify the seller against all claims arising from the lease after actual completion; this includes claims which are unenforceable against a buyer for want of registration.</p> <p>(f) The seller takes no responsibility for what rent is lawfully recoverable, nor for whether or how any legislation affects the lease.</p> <p>(g) If the let land is not wholly within the property, the seller may apportion the rent.</p> <p>4. TITLE AND TRANSFER</p> <p>4.1 Proof of title</p> <p>4.1.1 Without cost to the buyer, the seller is to provide the buyer with proof of the title to the property and of his ability to transfer it, or to procure its transfer.</p> <p>4.1.2 Where the property has a registered title the proof is to include official copies of the items referred to in rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003, so far as they are not to be discharged or overridden at or before completion.</p> <p>4.1.3 Where the property has an unregistered title, the proof is to include:</p> <p>(a) an abstract of title or an epitome of title with photocopies of the documents, and</p> <p>(b) production of every document or an abstract, epitome or copy of it with an original marking by a conveyancer either against the original or an examined abstract or an examined copy.</p> <p>4.2 Requisitions</p> <p>4.2.1 The buyer may not raise requisitions:</p> <p>(a) on any title shown by the seller before the contract was made</p> <p>(b) in relation to the matters covered by condition 3.1.2.</p> <p>4.2.2 Notwithstanding condition 4.2.1, the buyer may, within six working days of a matter coming to his attention after the contract was made, raise written requisitions on that matter. In that event, steps 3 and 4 in condition 4.3.1 apply.</p> <p>4.2.3 On the expiry of the relevant time limit under condition 4.2.2 or condition 4.3.1, the buyer loses his right to raise requisitions or to make observations.</p> <p>4.3 Timetable</p> <p>4.3.1 Subject to condition 4.2 and to the extent that the seller did not take the steps described in condition 4.1.1 before the contract was made, the following are the steps for deducing and investigating the title to be taken within the following time limits:</p> <table border="1"> <thead> <tr> <th>Step</th> <th>Time Limit</th> </tr> </thead> <tbody> <tr> <td>1. The seller is to comply with condition 4.1.1</td> <td>Immediately after making the contract</td> </tr> <tr> <td>2. The buyer may raise written requisitions</td> <td>Six working days after either the date of the contract or the date of delivery of the seller's evidence of title on which the requisitions are raised whichever is the later</td> </tr> <tr> <td>3. The seller is to reply in writing to any requisitions raised</td> <td>Four working days after receiving the requisitions</td> </tr> <tr> <td>4. The buyer may make written observations on the seller's replies</td> <td>Three working days after receiving the replies</td> </tr> </tbody> </table> <p>The time limit on the buyer's right to raise requisitions applies even where the seller supplies incomplete evidence of his title, but the buyer may, within six working days from delivery of any further evidence, raise further requisitions resulting from that evidence.</p> <p>4.3.2 The parties are to take the following steps to prepare and agree the transfer of the property within the following time limits:</p> <table border="1"> <thead> <tr> <th>Step</th> <th>Time Limit</th> </tr> </thead> <tbody> <tr> <td>A. The buyer is to send the seller a draft transfer</td> <td>At least twelve working days before completion date</td> </tr> <tr> <td>B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer</td> <td>Four working days after delivery of the draft</td> </tr> <tr> <td>C. If the draft is returned the buyer is to send an engrossment to the seller</td> <td>At least five working days before completion date</td> </tr> </tbody> </table> <p>4.3.3 Periods of time under conditions 4.3.1 and 4.3.2 may run concurrently.</p> <p>4.3.4 If the period between the date of the contract and completion date is less than 15 working days, the time limits in conditions 4.2.2, 4.3.1 and 4.3.2 are to be reduced by the same proportion as that period bears to the period of 15 working days. Fractions of a working day</p>	Step	Time Limit	1. The seller is to comply with condition 4.1.1	Immediately after making the contract	2. The buyer may raise written requisitions	Six working days after either the date of the contract or the date of delivery of the seller's evidence of title on which the requisitions are raised whichever is the later	3. The seller is to reply in writing to any requisitions raised	Four working days after receiving the requisitions	4. The buyer may make written observations on the seller's replies	Three working days after receiving the replies	Step	Time Limit	A. The buyer is to send the seller a draft transfer	At least twelve working days before completion date	B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer	Four working days after delivery of the draft	C. If the draft is returned the buyer is to send an engrossment to the seller	At least five working days before completion date
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CASE STUDY MATERIALS

<p>are to be rounded down except that the time limit to perform any step is not to be less than one working day.</p> <p>4.4 Defining the property The seller need not:</p> <ol style="list-style-type: none"> prove the exact boundaries of the property prove who owns fences, ditches, hedges or walls separately identify parts of the property with different titles further than he may be able to do from information in his possession. <p>4.5 Rents and rentcharges The fact that a rent or rentcharge, whether payable or receivable by the owner of the property, has been, or will on completion be, informally apportioned is not to be regarded as a defect in title.</p> <p>4.6 Transfer</p> <p>4.6.1 The buyer does not prejudice his right to raise requisitions, or to require replies to any raised, by taking any steps in relation to preparing or agreeing the transfer.</p> <p>4.6.2 Subject to condition 4.6.3, the seller is to transfer the property with full title guarantee.</p> <p>4.6.3 The transfer is to have effect as if the disposition is expressly made subject to all matters covered by condition 3.1.2 and, if the property is leasehold, is to contain a statement that the covenants set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to any breach of the tenant's covenants in the lease relating to the physical state of the property.</p> <p>4.6.4 If after completion the seller will remain bound by any obligation affecting the property which was disclosed to the buyer before the contract was made, but the law does not imply any covenant by the buyer to indemnify the seller against liability for future breaches of it:</p> <ol style="list-style-type: none"> the buyer is to covenant in the transfer to indemnify the seller against liability for any future breach of the obligation and to perform it from then on, and if required by the seller, the buyer is to execute and deliver to the seller on completion a duplicate transfer prepared by the buyer. <p>4.6.5 The seller is to arrange at his expense that, in relation to every document of title which the buyer does not receive on completion, the buyer is to have the benefit of:</p> <ol style="list-style-type: none"> a written acknowledgement of his right to its production, and a written undertaking for its safe custody (except while it is held by a mortgagee or by someone in a fiduciary capacity). <p>4.7 Membership of company Where the seller is, or is required to be, a member of a company that has an interest in the property or has management responsibilities for the property or the surrounding areas, the seller is, without cost to the buyer, to provide such documents on completion as will enable the buyer to become a member of that company.</p> <p>5. RISK, INSURANCE AND OCCUPATION PENDING COMPLETION</p> <p>5.1.1 The property is at the risk of the buyer from the date of the contract.</p> <p>5.1.2 The seller is under no obligation to the buyer to insure the property unless:</p> <ol style="list-style-type: none"> the contract provides that a policy effected by or for the seller and insuring the property or any part of it against liability for loss or damage is to continue in force, or the property or any part of it is let on terms under which the seller (whether as landlord or as tenant) is obliged to insure against loss or damage. <p>5.1.3 If the seller is obliged to insure the property under condition 5.1.2, the seller is to:</p> <ol style="list-style-type: none"> do everything necessary to maintain the policy permit the buyer to inspect the policy or evidence of its terms if before completion the property suffers loss or damage: <ol style="list-style-type: none"> pay to the buyer on completion the amount of the policy monies which the seller has received, so far as not applied in repairing or reinstating the property, and if no final payment has then been received, assign to the buyer, at the buyer's expense, all rights to claim under the policy in such form as the buyer reasonably requires and pending execution of the assignment hold any policy monies received in trust for the buyer cancel the policy on completion. <p>5.1.4 Where the property is leasehold and the property, or any building containing it, is insured by a reversioner or other third party, the seller is to use reasonable efforts to ensure that the insurance is maintained until completion and if, before completion, the property or building suffers loss or damage the seller is to assign to the buyer on completion, at the buyer's expense, such rights as the seller may have in the policy monies, in such form as the buyer reasonably requires.</p> <p>5.1.5 If payment under a policy effected by or for the buyer is reduced, because the property is covered against loss or damage by an insurance policy effected by or on behalf of the seller, then, unless the seller is obliged to insure the property under condition 5.1.2, the purchase price is to be abated by the amount of that reduction.</p> <p>5.1.6 Section 47 of the Law of Property Act 1925 does not apply.</p> <p>5.2 Occupation by buyer</p> <p>5.2.1 If the buyer is not already lawfully in the property, and the seller agrees to let him into occupation, the buyer occupies on the following terms.</p> <p>5.2.2 The buyer is a licensee and not a tenant. The terms of the licence are that the buyer:</p> <ol style="list-style-type: none"> cannot transfer it may permit members of his household to occupy the property is to pay or indemnify the seller against all outgoings and other expenses in respect of the property is to pay the seller a fee calculated at the contract rate on a sum equal to the purchase price (less any deposit paid) for the period of the licence is entitled to any rents and profits from any part of the property which he does not occupy is to keep the property in as good a state of repair as it was in when he went into occupation (except for fair wear and tear) and is not to alter it if the property is leasehold, is not to do anything which puts the seller in breach of his obligations in the lease, and is to quit the property when the licence ends. <p>5.2.3 The buyer is not in occupation for the purposes of this condition if he merely exercises rights of access given solely to do work agreed by the seller.</p> <p>5.2.4 The buyer's licence ends on the earliest of: completion date, rescission of the contract or when five working days' notice given by one party to the other takes effect.</p> <p>5.2.5 If the buyer is in occupation of the property after his licence has come to an end and the contract is subsequently completed he is to pay the seller compensation for his continued occupation calculated at the same rate as the fee mentioned in condition 5.2.2(d).</p> <p>5.2.6 The buyer's right to raise requisitions is unaffected.</p> <p>6. COMPLETION</p> <p>6.1 Date</p> <p>6.1.1 Completion date is twenty working days after the date of the contract but time is not of the essence of the contract unless a notice to complete has been served.</p> <p>6.1.2 If the money due on completion is received after 2.00 pm, completion is to be treated, for the purposes only of conditions 6.3 and 7.2, as taking place on the next working day as a result of the buyer's default.</p> <p>6.1.3 Condition 6.1.2 does not apply and the seller is treated as in default if:</p> <ol style="list-style-type: none"> the sale is with vacant possession of the property or any part of it, and the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00 pm because the seller has not vacated the property or that part by that time. <p>6.2 Arrangements and place</p> <p>6.2.1 The buyer's conveyancer and the seller's conveyancer are to co-operate in agreeing arrangements for completing the contract.</p> <p>6.2.2 Completion is to take place in England and Wales, either at the seller's conveyancer's office or at some other place which the seller reasonably specifies.</p> <p>6.3 Apportionments</p> <p>6.3.1 On evidence of proper payment being made, income and outgoings of the property are to be apportioned between the parties so far as the change of ownership on completion will affect entitlement to receive or liability to pay them.</p> <p>6.3.2 If the whole property is sold with vacant possession or the seller exercises his option in condition 7.2.4, apportionment is to be made with effect from the date of actual completion; otherwise, it is to be made from completion date.</p> <p>6.3.3 In apportioning any sum, it is to be assumed that the seller owns the property until the end of the day from which apportionment is made and that the sum accrues from day to day at the rate at which it is payable on that day.</p> <p>6.3.4 For the purpose of apportioning income and outgoings, it is to be assumed that they accrue at an equal daily rate throughout the year.</p> <p>6.3.5 When a sum to be apportioned is not known or easily ascertainable at completion, a provisional apportionment is to be made according to the best estimate available. As soon as the amount is known, a final apportionment is to be made and notified to the other party. Any resulting</p>	<p>balance is to be paid no more than ten working days later, and if not then paid the balance is to bear interest at the contract rate from then until payment.</p> <p>6.3.6 Compensation payable under condition 5.2.5 is not to be apportioned.</p> <p>6.4 Amount payable The amount payable by the buyer on completion is the purchase price and the contents price (less any deposit already paid to the seller or his agent) adjusted to take account of:</p> <ol style="list-style-type: none"> apportionments made under condition 6.3 any compensation to be paid or allowed under condition 7.2 any sum payable under condition 5.1.3. <p>6.5 Title deeds</p> <p>6.5.1 As soon as the buyer has complied with all his obligations under this contract on completion the seller must hand over the documents of title.</p> <p>6.5.2 Condition 6.5.1 does not apply to any documents of title relating to land being retained by the seller after completion.</p> <p>6.6 Rent receipts The buyer is to assume that whoever gave any receipt for a payment of rent or service charge which the seller produces was the person or the agent of the person then entitled to that rent or service charge.</p> <p>6.7 Means of payment The buyer is to pay the money due on completion by a direct transfer of cleared funds from an account held in the name of a conveyancer at a clearing bank and, if appropriate, an unconditional release of a deposit held by a stakeholder.</p> <p>6.8 Notice to complete</p> <p>6.8.1 At any time after the time applicable under condition 6.1.2 on completion date, a party who is ready, able and willing to complete may give the other a notice to complete.</p> <p>6.8.2 The parties are to complete the contract within ten working days of giving a notice to complete, excluding the day on which the notice is given. For this purpose, time is of the essence of the contract.</p> <p>6.8.3 On receipt of a notice to complete:</p> <ol style="list-style-type: none"> if the buyer paid no deposit, he is forthwith to pay a deposit of 10 per cent if the buyer paid a deposit of less than 10 per cent, he is forthwith to pay a further deposit equal to the balance of that 10 per cent. <p>7. REMEDIES</p> <p>7.1 Errors and omissions</p> <p>7.1.1 If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission by the seller, the remedies available to the buyer are as follows:</p> <ol style="list-style-type: none"> When there is a material difference between the description or value of the property, or of any of the contents included in the contract, as represented and as it is, the buyer is entitled to damages. An error or omission only entitles the buyer to rescind the contract: <ol style="list-style-type: none"> where it results from fraud or recklessness, or where he would be obliged, to his prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led him to expect. <p>7.1.2 If either party rescinds the contract</p> <ol style="list-style-type: none"> unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest the buyer is to return any documents he received from the seller and is to cancel any registration of the contract. <p>7.2 Late completion</p> <p>7.2.1 If there is default by either or both of the parties in performing their obligations under the contract and completion is delayed, the party whose total period of default is the greater is to pay compensation to the other party.</p> <p>7.2.2 Compensation is calculated at the contract rate on an amount equal to the purchase price, less (where the buyer is the paying party) any deposit paid, for the period by which the paying party's default exceeds that of the receiving party, or, if shorter, the period between completion date and actual completion.</p> <p>7.2.3 Any claim for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.</p> <p>7.2.4 Where the buyer holds the property as tenant of the seller and completion is delayed, the seller may give notice to the buyer, before the date of actual completion, that he intends to take the net income from the property until completion. If he does so, he cannot claim compensation under condition 7.2.1 as well.</p> <p>7.3 After completion Completion does not cancel liability to perform any outstanding obligation under this contract.</p> <p>7.4 Buyer's failure to comply with notice to complete</p> <p>7.4.1 If the buyer fails to complete in accordance with a notice to complete, the following terms apply.</p> <p>7.4.2 The seller may rescind the contract, and if he does so:</p> <ol style="list-style-type: none"> he may: <ol style="list-style-type: none"> forfeit and keep any deposit and accrued interest resell the property and any contents included in the contract claim damages the buyer is to return any documents he received from the seller and is to cancel any registration of the contract. <p>7.4.3 The seller retains his other rights and remedies.</p> <p>7.5 Seller's failure to comply with notice to complete</p> <p>7.5.1 If the seller fails to complete in accordance with a notice to complete, the following terms apply.</p> <p>7.5.2 The buyer may rescind the contract, and if he does so:</p> <ol style="list-style-type: none"> the deposit is to be repaid to the buyer with accrued interest the buyer is to return any documents he received from the seller and is, at the seller's expense, to cancel any registration of the contract. <p>7.5.3 The buyer retains his other rights and remedies.</p> <p>8. LEASEHOLD PROPERTY</p> <p>8.1 Existing leases</p> <p>8.1.1 The following provisions apply to a sale of leasehold land.</p> <p>8.1.2 The seller having provided the buyer with copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.</p> <p>8.2 New leases</p> <p>8.2.1 The following provisions apply to a contract to grant a new lease.</p> <p>8.2.2 The conditions apply so that:</p> <p>'seller' means the proposed landlord</p> <p>'buyer' means the proposed tenant</p> <p>'purchase price' means the premium to be paid on the grant of a lease.</p> <p>8.2.3 The lease is to be in the form of the draft attached to the contract.</p> <p>8.2.4 If the term of the new lease will exceed seven years, the seller is to deduce a title which will enable the buyer to register the lease at the Land Registry with an absolute title.</p> <p>8.2.5 The seller is to engross the lease and a counterpart of it and is to send the counterpart to the buyer at least five working days before completion date.</p> <p>8.2.6 The buyer is to execute the counterpart and deliver it to the seller on completion.</p> <p>8.3 Consent</p> <p>8.3.1</p> <ol style="list-style-type: none"> The following provisions apply if a consent to let, assign or sub-let is required to complete the contract. In this condition 'consent' means consent in the form which satisfies the requirement to obtain it. <p>8.3.2</p> <ol style="list-style-type: none"> The seller is to apply for the consent at his expense, and to use all reasonable efforts to obtain it. The buyer is to provide all information and references reasonably required. <p>8.3.3 Unless he is in breach of his obligation under condition 8.3.2, either party may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract):</p> <ol style="list-style-type: none"> the consent has not been given, or the consent has been given subject to a condition to which a party reasonably objects. In that case, neither party is to be treated as in breach of contract and condition 7.1.2 applies. <p>9 CONTENTS</p> <p>9.1 The following provisions apply to any contents which are included in the contract, whether or not a separate price is to be paid for them.</p> <p>9.2 The contract takes effect as a contract for sale of goods.</p> <p>9.3 The buyer takes the contents in the physical state they are in at the date of the contract.</p> <p>9.4 Ownership of the contents passes to the buyer on actual completion</p>
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End of the case study materials

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