

**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

June 2023

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.

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ADVANCE INSTRUCTIONS TO CANDIDATES

You are working as a trainee lawyer in the CQS-accredited Property Department at the firm of Kempstons, whose address is The Manor House, Bedford MK42 7AB. Your supervisor is Mia Turner.

- DOCUMENT 1:** Memorandum from Supervising Partner dated 16th June 2023 relating to purchase of Ground Floor Flat, 3 Barley Close, Hastings Road, Battle, East Sussex, TN33 9HZ
- DOCUMENT 2:** Official copy of the register of title for Ground Floor Flat, 3 Barley Close, Hastings Road, Battle, East Sussex, TN33 9HZ
- DOCUMENT 3:** Extract from Lease relating to Ground Floor Flat, 3 Barley Close, Hastings Road, Battle, East Sussex, TN33 9HZ
- DOCUMENT 4:** Draft Form TR1 for Ground Floor Flat, 3 Barley Close, Hastings Road, Battle, East Sussex, TN33 9HZ
- DOCUMENT 5:** Memorandum from Supervising Partner dated 16th June 2023 relating to Old Mill House, Oakhill Road, Sevenoaks, Kent, TN13 2ES
- DOCUMENT 6:** Extract from Local Search relating to Old Mill House, Oakhill Road, Sevenoaks, Kent, TN13 2ES
- DOCUMENT 7:** Standard Conditions of Sale (Fifth Edition – 2018 Revision)

Kempstons Solicitors

MEMORANDUM

From: Supervising Partner
To: Trainee Lawyer
Date: 16th June 2023
Client: Mr Chirag Patel and Mrs Rupal Patel
Matter: Purchase of Ground Floor Flat, 3 Barley Close, Hastings Road, Battle, East Sussex
TN33 9HZ

Sarah Smith is due to go on maternity leave next week and I have taken over a few of her files. I need you to manage the day-to-day running of this purchase file.

Mr and Mrs Patel are new clients and we have not acted for them previously. They have instructed us only today, having had their offer of £220,000 accepted for the purchase of the above property.

We have received the draft contract pack from the seller's solicitor, but we have not completed our due diligence checks yet.

Mr and Mrs Patel are first time buyers. They are purchasing the property with a mortgage from National Westminster Bank PLC. They have a deposit of £22,000, comprising £10,000 joint savings held in their National Westminster Bank PLC savings account and a gift to both of them of £12,000 from Mrs Patel's parents.

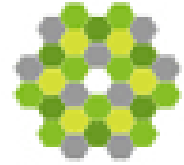
We are also instructed by National Westminster Bank PLC to act for it as well.

The property is a ground floor flat in a development with a small garden. The property was converted into flats about 35 years ago and needs some improvement. The seller, Mrs Steel, has owned the property with her husband for a long time but as her husband died last year, she has decided to move to live with her daughter and therefore will not be purchasing a property herself. Mr Steel had made a Will, under which he left his entire estate (including his interest in the property) to his wife, Mrs Steel.

Mr and Mrs Patel are planning to install a new kitchen and bathroom. The windows need replacing, which they intend to do. Ideally, they would also like to remove the existing wall between the dining room and kitchen to make an open-plan kitchen diner.

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[NOTE TO CANDIDATES: THE TITLE PLAN FOR TITLE NUMBER TG224667 AND THE LANDLORD'S TITLE HAVE NOT BEEN SUPPLIED AND ARE NOT REQUIRED]



Official copy of register of title

Title number TG224667

Edition date 24.02.2010

- This official copy shows the entries subsisting on the register on 10 June 2023 at 13:25:31
- 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 10 June 2023 at 13:25:31
- Under s.67 of the Land Registration Act 2002 this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1- *A guide to the information we keep and how you can obtain it*
- This title is dealt with by Land Registry Coventry Office

A: Property Register

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

EAST SUSSEX

1. (01.07.1988) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Ground Floor Flat, 3 Barley Close, Hastings Road, Battle, East Sussex (TN33 9HZ) and garden ground to the rear.

Note: As to the land tinted blue only the ground floor flat is included in the title.

2. (01.07.1988) Short particulars of the lease(s) (or under-leases) under which the land is held are:

Date: 15th June 1988
 Term: 125 years from 15th June 1988
 Parties: (1) Parklane Group
 (2) Barley Management Company Limited
 (3) Stephen Mark Anthony and Cleo Teresa Anthony
 Rent: £125 per annum

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3. (01.07.1998) The Landlord's Title is registered under title number TG67356.
4. (01.07.1998) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealings made in breach of the prohibitions or restrictions against dealings therewith inter vivos contained in the lease.
5. (01.07.1998) 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. (13.08.1999) PROPRIETOR: KAY LEANNE STEEL and JOHN HUGH STEEL both of Ground Floor Flat, 3 Barley Close, Hastings Road, Battle, East Sussex, TN33 9HZ.
2. (13.08.1999) RESTRICTION. No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.
3. (24.02.2010) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 15 February 2010 in favour of Halifax Building Society referred to in the Charges Register.
4. (13.08.1999) The transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

1. (01.07.1988) A Conveyance of the freehold estate in the land in this title and other land dated 12 March 1981 made between Stephen Jones-King (the Vendor) (1) and Elizabeth Goldsmith (the Purchaser) (2) contains the following covenants:

“The Purchaser for herself and her successors in title with the intent to bind the Property and every part of it and all persons who shall for the time being be the owner of any estate or interest in it and to benefit and protect the Vendor's adjoining retained land hereby covenants with the Vendor:

- a. To use the Property for the purposes of residential use only.
- b. To keep the walls on the north-west and south-west boundaries of the Property in good repair and condition.”

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NOTE: The land in this title is affected by the north-west boundary referred to above.

2. (24.02.2010) REGISTERED CHARGE dated 15 February 2010.
3. (24.02.2010) Proprietor(s): HALIFAX BUILDING SOCIETY of Spring Hall Huddersfield Rd Halifax West Yorkshire HX3 0AQ.

End of register

DOCUMENT 3

Extract from Lease relating to
Ground Floor Flat, 3 Barley Close, Hastings Road, Battle, East Sussex, TN33 9HZ

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

THE SECOND SCHEDULE
COVENANTS OF THE LESSEE WITH THE LESSOR

GROUND RENT

1. To pay the Ground Rent at the times and in the manner herein provided

INSURANCE

2. To pay the Contribution of the Lessee to the insurance effected by the Lessor in accordance with the provisions herein contained such payments to be made upon demand

RATES TAXES DUTIES

3. To pay and discharge and keep the Lessor indemnified against all rates taxes duties assessments charges impositions and outgoings whether of a capital or a revenue nature or of an annual or non-recurring nature or of a novel nature which may now or any time be assessed charged or imposed upon the occupier in respect thereof including any Tax save those appertaining to the Lessor's reversion

YIELD UP

4. At the expiration or sooner determination of the Term quietly to yield up unto the Lessor the Demised Premises in such repair and condition as herein provided together with all and any additions and improvements thereof and all fixtures (other than fixtures of the Lessee) in or upon or which during the Term may be placed in or upon the Demised Premises

ENTRY TO VIEW BY LESSOR

5. To permit the Lessor and its duly authorised Surveyors or Agents with reasonable notice in writing (but at any time in case of emergency) to enter into and upon the Demised Premises or any part thereof for the purpose of viewing and examining the state and repair thereof

REPAIR AND REDECORATE ON NOTICE FROM LESSOR

6. In accordance with the covenants on the part of the Lessee in that behalf herein contained to repair and decorate and make good all defects in the repair decoration and condition of the Demised Premises of which notice in writing shall have been given by the Lessor to the Lessee within two calendar months next after the giving of such notice

BREACH OF COVENANTS

7. In the event that at any time during the Term the Lessee shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the Demised Premises then to permit the Lessor at all reasonable times during the Term with or without workmen and others to enter upon the Demised Premises and repair decorate maintain or reinstate the same at the expense of the Lessee (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions herein contained) and to pay to the Lessor upon demand the proper cost of such repair decoration maintenance or reinstatement (including the fees of any Legal Representatives and Surveyors) such costs to be recoverable by the Lessor as if the same were rent in arrears

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NO ALTERATIONS

8. (1) Not at any time during the Term to make any structural alterations in or additions to the Demised Premises or any part thereof or to cut, main or injure any of the walls or timbers

(2) Not at any time during the Term to make any non-structural alterations in or additions to the Demised Premises without first having made a written application (accompanied by all relevant plans and specifications) in respect thereof to the Lessor (such consent not being required in the case of minor alterations or additions) **PROVIDED ALWAYS** that all costs and expenses as shall be incurred by the Lessor in the considering of such requests including any legal or surveyors fees including any VAT thereon shall be discharged by the Lessee and in the event that the same shall be requested by the Lessor as a condition of such consent the Legal Representative of the Lessee shall undertake with the Legal Representative of the Lessor to discharge the foregoing costs and expenses whether or not such consent is granted

ALIENATION

9. (1) Not at any time to assign sublet charge or part with possession of part only of the Demised Premises

(2) Not at any time to assign sublet for a period exceeding twelve months or part with possession of the whole of the Demised Premises unless there shall have previously have been executed at the expense of the Lessee and delivered to the Lessor for retention by the Lessor a Deed expressed to be made between the Lessor of the first part the Lessee of the second part and the party to whom it is proposed to assign sublet or part with possession as aforesaid of the third part whereby the party to whom it is proposed to assign sublet or part with possession shall have covenanted directly with the Lessor and the Flat Owners to observe and perform throughout the Term the covenants on the part of the Lessee herein contained including the covenant contained in this sub-clause **PROVIDED ALWAYS** that the Lessor and the Flat Owners shall not themselves be required to execute such Deed but for the avoidance of doubt this clause shall not prevent or restrict the Lessee from granting holiday lettings of the Demised Premises for periods not exceeding eight months and the Lessee shall not be required to obtain a Deed when granting a holiday letting of the Demised Premises

PETS

10. Not to keep any animal or bird on the Property without the prior written consent of the Landlord, which consent may be revoked at any time

NOTICE TO THE LESSOR

11. Within four weeks next after any Deed of transfer assignment subletting charging or parting with possession (whether mediate or immediate) or devolution of the Demised Premises (except for a holiday letting) to give notice in writing of such transfer assignment subletting charging parting with possession or devolution and the name and address and description of the assignee sub-lessee chargee or party upon whom the Term or any part thereof shall devolve (as the case may be) and to deliver to the Lessor or Legal Representatives within such time as aforesaid a certified copy of any instrument effecting or evidencing the same and to pay to the Lessor a fee of Fifty Pounds or such other reasonable fee as stipulated by the Lessor for the registration of notice of every such Deed together with VAT payable thereon at the current rate for the time being in force

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SECTION 146/147 NOTICE

12. To pay to the Lessor all proper costs charges and expenses including the costs and fees of Legal Representatives and Surveyors at any time during the Term incurred by the Lessor in or in contemplation of any proceedings whether or not such proceedings are pursued or abandoned under Section 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereon including in particular all such costs charges and expenses of and incidental to the inspection of the Demised Premises and the drawing up of Schedules of Dilapidation such costs charges and expenses as aforesaid to be payable notwithstanding that forfeiture is avoided otherwise then by relief granted by the Court

RECEIPT OF NOTICE

13. Upon receipt of any notices order direction or other thing from any competent authority affecting or likely to affect the Demised Premises or any part thereof whether the same shall be served directly upon the Lessee or the original or a copy thereof shall be received from any sub-lessee or other person whatsoever forthwith so far as such notice order direction or other thing or the Act regulations or other instruments under or by virtue of which it shall be issued or the provisions hereof require the Lessee so to do to comply therewith at the expense of the Lessee to join with the Lessor in making such representation to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Demised Premises or any part thereof or the Property as the Lessor may consider desirable and to join with the Lessor in an appeal or application to the Court against such notice order direction or other thing as the Lessor may consider desirable (provided that where such appeal or application is not required by the Lessor the Lessee shall bear such cost)

COMPLY WITH STATUTES ETC

14. Not at any time to do any act matter or thing in respect of the Demised Premises which shall contravene the provision of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as the same shall affect the Demised Premises and where necessary to do any act matter or thing at the cost of the Lessee to comply with the aforesaid provisions (whether the same are to be complied with by the Lessor the Lessee and the occupier) and forthwith to give notice in writing to the Lessor of the giving of such order direction or requirement as aforesaid and to keep the Lessor indemnified against all claims demands and liabilities in respect thereof

INDEMNITY BY THE LESSEE

15. (1) To indemnify the Lessor on a complete indemnity basis against all actions costs claims demands expenses and liabilities including professional fees properly incurred by the Lessor in connection with all and every loss and damage whatsoever incurred or sustained by the Lessor as a consequence of all and every breach of any covenant or obligation on the part of the Lessee herein to be observed and performed **PROVIDED ALWAYS** that such indemnity shall extend to any and cover all proper costs and expense incurred by the Lessor in connection with any steps which the Lessor may (in its absolute discretion but without being any way obliged so to do) take to remedy any such breach and shall be without prejudice to any rights or remedies on the part of the Lessor in respect of any such breach

(2) To indemnify the Lessor against all actions claims costs demands expenses and liabilities by the owners or occupiers of any adjoining or neighbouring property or other parties arising through the use or occupation of the Demised Premises the existence of any article in or about the Demised Premises or the execution or omission of any works upon the Demised Premises except in so far as the same may be due solely to the act or default of the Lessor or any employee or agent of the Lessor

Turn over

HM Land Registry

Transfer of whole of registered title(s)

TR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

	1	Title number(s) of the property: TG224667
Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.	2	Property: Flat, 3 Barley Close, Hastings Road, Battle, East Sussex, TN33 9HZ
Remember to date this deed with the day of completion, but not before it has been signed and witnessed.	3	Date:
Give full name(s) of all the persons transferring the property. Complete as appropriate where the transferor is a company.	4	Transferor: Kay and John Steel <i>For UK incorporated companies/LLPs</i> Registered number of company or limited liability partnership including any prefix: <i>For overseas companies</i> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
Give full name(s) of all the persons to be shown as registered proprietors. Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.	5	Transferee for entry in the register: Mrs R Patel and Mr C Patel <i>For UK incorporated companies/LLPs</i> Registered number of company or limited liability partnership including any prefix: <i>For overseas companies</i> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

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<p>Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.</p>	<p>6 Transferee’s intended address(es) for service for entry in the register: Ground Floor Flat, 3 Barley Close, Hastings Road, Battle, East Sussex, TN33 9HZ</p>
	<p>7 The transferor transfers the property to the transferee</p>
<p>Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.</p>	<p>8 Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p style="padding-left: 40px;">£220,000</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
<p>Place 'X' in any box that applies.</p> <p>Add any modifications.</p>	<p>9 The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
<p>Where the transferee is more than one person, place 'X' in the appropriate box.</p> <p>Complete as necessary.</p> <p>The registrar will enter a Form A restriction in the register <i>unless</i>: an 'X' is placed: in the first box, or in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, <i>or</i> it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.</p> <p>Please refer to <i>Joint property ownership</i> and practice guide 24: <i>private trusts of land</i> for further guidance. These are both available on the GOV.UK website.</p>	<p>10 Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>

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<p>Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.</p>	<p>11 Additional provisions</p>
<p>The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.</p> <p>If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to <i>Joint property ownership</i> and practice guide 24: <i>private trusts of land</i> for further guidance.</p> <p>Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.</p> <p>Remember to date this deed in panel 3.</p>	<p>12 Execution</p>

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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Kempstons Solicitors

MEMORANDUM

From: Supervising Partner
To: Trainee Lawyer
Date: 16th June 2023
Client: Sinead and Heather Randall
Matter: Purchase of Old Mill House, Oakhill Road, Sevenoaks, Kent, TN13 2ES

This is another file I am taking over while Sarah Smith is on maternity leave. The due diligence checks have been completed and we have received the contract pack. Sarah submitted the local search as we were concerned about this being delayed and did not want it to hold up the purchase. She has not submitted any other searches or reviewed the contract yet.

This is an unusual purchase as the title is unregistered. The property is owned by Phyllis Matthews, who has recently passed away. Phyllis inherited the property in 1989 from her parents Albert and Ethel Matthews, who purchased the property in 1950. Phyllis had no children, and the property is being sold by her nephew John Matthews, who is the executor. The property is still currently in Phyllis' name as it is being sold rather than transferred into the beneficiary's name. John visited his aunt occasionally, but they were not close.

The property is old and 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 Main Street, which has a local shop and a small church. It is close to the River Darent.

The buyers, Sinead and Heather Randall, did not raise any immediate concerns from their personal inspection although they were unsure if the property is connected to mains drainage and think it may have a septic tank. They also said that Oakhill Road is a small road and is in need of repair. They confirmed the property has been extended recently to allow for a bedroom downstairs.

They are looking to completely renovate the inside of the property, including installing a new kitchen, bathroom and windows.

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Land and Property Results Company

LAPRCo



Regulated Local Search Report

For the attention of:

Your Reference:

Sarah Smith

SS/65785/1

PROPERTY ADDRESS SEARCHED:

Old Mill House
Oakhill Road
Sevenoaks
Kent
TN13 2ES

LOCAL AUTHORITY:

Sevenoaks District Council

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ENQUIRY	RESPONSE
<p>PLANNING AND BUILDING REGULATIONS</p> <p>1.1. Planning and building decisions and pending applications</p> <p>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?</p>	<p>Informative:</p> <p>(1) This reply does not cover other properties in the vicinity of the property.</p> <p>(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.</p> <p>Local Land Charges Worrall House, 30 Kings Hill Avenue, West Malling, ME19 4AE</p> <p>The office is open 8.30am to 6.00pm Monday to Friday excluding public and bank holidays.</p> <p>(3) The Council's computerised records of building regulation approvals and building regulation completion certificates do not extend back before 1 April 2000.</p>
(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 1988/ 562 Application: For designation of Sevenoaks Conservation Area Application granted (Date:20/08/1988)
(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: not produced for purposes of exam).

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(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
<p>ROADS AND PUBLIC RIGHTS OF WAY Roadways, footways and footpaths</p> <p>2.1. Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:</p>	<p>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.</p>
(a) highways maintainable at public Expense	Main Street – Yes Oakhill Road- 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
<p>Public rights of way</p> <p>2.2. Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?</p>	Yes. A public footpath abuts the southern boundary of the property, forming part of Oakhill Road
<p>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?</p>	No
<p>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?</p>	No
<p>2.5. If so, please attach a plan showing the approximate route.</p>	N/A

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<p>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?</p>	
<p>3.1. Land required for public purposes Is the property included in land required for public purposes?</p>	No
<p>3.2. Land to be acquired for road works Is the property included in land to be acquired for road works?</p>	No
<p>3.3. Drainage matters</p>	<p>Informative: Enquiries about drainage should also be made of the local sewerage undertaker: South East Water Ltd, e-mail to the following email address: searches@southeastwater.co.uk</p>
<p>(a) Is the property served by a sustainable urban drainage system (SuDS)?</p>	No
<p>(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?</p>	No
<p>(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?</p>	Enquiries should be made of the local sewerage undertaker: South East Water.
<p>3.4. Nearby road schemes Is the property (or will it be) within 200 metres of any of the following?</p>	<p>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.</p>
<p>(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme</p>	No
<p>(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</p>	No

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<p>(c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving:-</p> <ul style="list-style-type: none">(i) construction of a roundabout (other than a mini roundabout), or(ii) widening by construction of one or more additional traffic lanes	No
<p>(d) the outer limits of:-</p> <ul style="list-style-type: none">(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
<p>(e) the centre line of the proposed route of a new road under proposals published for public consultation</p>	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

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<p>3.6. Traffic schemes 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) pedestrianization	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 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. 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
<p>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?</p>	No

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<p>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?</p>	<p>Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</p>
(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
<p>3.10. Community infrastructure levy (CIL)</p>	<p>Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</p>
(a) Is there a CIL charging schedule?	No
<p>(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:</p> <ul style="list-style-type: none"> (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

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(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:20/08/1988)
(b) an unimplemented resolution to designate the area a conservation area	No
3.12. Compulsory purchase	Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.
Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	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

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<p>3.14. Radon gas Do records indicate that the property is in a “Radon Affected Area” as identified by Public Health England?</p>	<p>No</p>
<p>3.15. Assets of Community Value</p>	<p>Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</p>
<p>(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?</p>	<p>No N/A N/A N/A N/A`</p>
<p>(v) Are there any subsisting appeals against the listing?</p>	<p>N/A</p>
<p>(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?</p>	<p>N/A N/A N/A</p>

DOCUMENT 7

STANDARD CONDITIONS OF SALE (FIFTH EDITION — 2018 REVISION)

(NATIONAL CONDITIONS OF SALE 25TH EDITION, LAW SOCIETY'S CONDITIONS OF SALE 2011)

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- 1. GENERAL**
- 1.1 Definitions**
- 1.1.1 In these conditions:
- (a) 'accrued interest' means:
 - (i) if money has been placed on deposit or in a building society share account, the interest actually earned
 - (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
 - (b) 'clearing bank' means a bank admitted by the Bank of England as a direct participant in its CHAPS system
 - (c) 'completion date' has the meaning given in condition 6.1.1
 - (d) 'contents price' means any separate amount payable for contents included in the contract
 - (e) 'contract rate' means the Law Society's interest rate from time to time in force
 - (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
 - (g) 'lease' includes sub-lease, tenancy and agreement for a lease or sub-lease
 - (h) 'mortgage' means a mortgage or charge securing the repayment of money
 - (i) 'notice to complete' means a notice requiring completion of the contract in accordance with condition 6.8
 - (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
 - (k) 'requisition' includes objection
 - (l) 'transfer' includes conveyance and assignment
 - (m) 'working day' means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.
- 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.
- 1.1.3 A party is ready, able and willing to complete:
- (a) if he could be, but for the default of the other party, and
 - (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).
- 1.1.4 These conditions apply except as varied or excluded by the contract.
- 1.2 Joint parties**
- 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.
- 1.3 Notices and documents**
- 1.3.1 A notice required or authorised by the contract must be in writing.
- 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.
- 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:
- (a) by fax, or
 - (b) by e-mail to an e-mail address for the intended recipient given in the contract.
- 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.
- 1.3.5
- (a) A notice or document sent through a document exchange is received when it is available for collection.
 - (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.
 - (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.
- 1.3.6 Condition 1.3.7 applies unless there is proof:
- (a) that a notice or document has not been received, or
 - (b) of when it was received.
- 1.3.7 A notice or document sent by the following means is treated as having been received as follows:
- (a) by first-class post: before 4.00 pm on the second working day after posting
 - (b) by second-class post: before 4.00 pm on the third working day after posting
 - (c) through a document exchange: before 4.00 pm on the first working day after the day on which it would normally be available for collection by the addressee
 - (d) by fax: one hour after despatch
 - (e) by e-mail: before 4.00 pm on the first working day after despatch.
- 1.4 VAT**
- 1.4.1 The purchase price and the contents price are inclusive of any value added tax.
- 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.
- 1.5 Assignment and sub-sales**
- 1.5.1 The buyer is not entitled to transfer the benefit of the contract.
- 1.5.2 The seller cannot be required to transfer the property in parts or to any person other than the buyer.
- 1.6 Third party rights**
- 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.
- 2. FORMATION**
- 2.1 Date**
- 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.
- 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.
- 2.2 Deposit**
- 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.
- 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.
- 2.2.3 Conditions 2.2.4 to 2.2.6 do not apply on a sale by auction.
- 2.2.4 The deposit is to be paid:
- (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
 - (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
- 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.
- 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.
- 2.3 Auctions**
- 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.
- 2.3.2 The sale is subject to a reserve price.
- 2.3.3 The seller, or a person on his behalf, may bid up to the reserve price.
- 2.3.4 The auctioneer may refuse any bid.
- 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.
- 2.3.6 The deposit is to be paid to the auctioneer as agent for the seller.
- 3. MATTERS AFFECTING THE PROPERTY**
- 3.1 Freedom from incumbrances**
- 3.1.1 The seller is selling the property free from incumbrances, other than those mentioned in condition 3.1.2.
- 3.1.2 The incumbrances subject to which the property is sold are:
- (a) those specified in the contract
 - (b) those discoverable by inspection of the property before the date of the contract
 - (c) those the seller does not and could not reasonably know about
 - (d) those, other than mortgages, which the buyer knows about
 - (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
 - (f) public requirements.
- 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.
- 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.
- 3.2 Physical state**
- 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.
- 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.
- 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.
- 3.3 Leases affecting the property**
- 3.3.1 The following provisions apply if any part of the property is sold subject to a lease.
- 3.3.2
- (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.
 - (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.
 - (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.
 - (d) The seller is to inform the buyer without delay of any change to the lease terms which may be proposed or agreed.
 - (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.
 - (f) The seller takes no responsibility for what rent is lawfully recoverable, nor for whether or how any legislation affects the lease.
 - (g) If the let land is not wholly within the property, the seller may apportion the rent.
- 4. TITLE AND TRANSFER**
- 4.1 Proof of title**
- 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.
- 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.
- 4.1.3 Where the property has an unregistered title, the proof is to include:
- (a) an abstract of title or an epitome of title with photocopies of the documents, and
 - (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.
- 4.2 Requisitions**
- 4.2.1 The buyer may not raise requisitions:
- (a) on any title shown by the seller before the contract was made
 - (b) in relation to the matters covered by condition 3.1.2.
- 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.
- 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.
- 4.3 Timetable**
- 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 the property to be taken within the following time limits:
- | 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 |
- 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.
- 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:
- | 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 |
- 4.3.3 Periods of time under conditions 4.3.1 and 4.3.2 may run concurrently.
- 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

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are to be rounded down except that the time limit to perform any step is not to be less than one working day.

4.4 Defining the property

The seller need not:

- 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.

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.

4.6 Transfer

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.

4.6.2 Subject to condition 4.6.3, the seller is to transfer the property with full title guarantee.

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.

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: (a) 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 (b) if required by the seller, the buyer is to execute and deliver to the seller on completion a duplicate transfer prepared by the buyer.

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:

- 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).

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.

5. RISK, INSURANCE AND OCCUPATION PENDING COMPLETION

5.1.1 The property is at the risk of the buyer from the date of the contract.

5.1.2 The seller is under no obligation to the buyer to insure the property unless:

- 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.

5.1.3 If the seller is obliged to insure the property under condition 5.1.2, the seller is to:

- 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:
 - 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.

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.

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.

5.1.6 Section 47 of the Law of Property Act 1925 does not apply.

5.2 Occupation by buyer

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.

5.2.2 The buyer is a licensee and not a tenant. The terms of the licence are that the buyer:

- 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.

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.

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.

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).

5.2.6 The buyer's right to raise requisitions is unaffected.

6. COMPLETION

6.1 Date

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.

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.

6.1.3 Condition 6.1.2 does not apply and the seller is treated as in default if:

- 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.

6.2 Arrangements and place

6.2.1 The buyer's conveyancer and the seller's conveyancer are to co-operate in agreeing arrangements for completing the contract.

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.

6.3 Apportionments

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.

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.

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.

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.

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

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.

6.3.6 Compensation payable under condition 5.2.5 is not to be apportioned.

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:

- 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.

6.5 Title deeds

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.

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.

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.

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.

6.8 Notice to complete

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.

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.

6.8.3 On receipt of a notice to complete:

- 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.

7. REMEDIES

7.1 Errors and omissions

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.

(a) 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.

(b) An error or omission only entitles the buyer to rescind the contract:

- 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.

7.1.2 If either party rescinds the contract

- 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.

7.2 Late completion

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.

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.

7.2.3 Any claim for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.

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.

7.3 After completion

Completion does not cancel liability to perform any outstanding obligation under this contract.

7.4 Buyer's failure to comply with notice to complete

7.4.1 If the buyer fails to complete in accordance with a notice to complete, the following terms apply.

7.4.2 The seller may rescind the contract, and if he does so:

- he may:
 - 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.

7.4.3 The seller retains his other rights and remedies.

7.5 Seller's failure to comply with notice to complete

7.5.1 If the seller fails to complete in accordance with a notice to complete, the following terms apply.

7.5.2 The buyer may rescind the contract, and if he does so:

- 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.

7.5.3 The buyer retains his other rights and remedies.

8. LEASEHOLD PROPERTY

8.1 Existing leases

8.1.1 The following provisions apply to a sale of leasehold land.

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.

8.2 New leases

8.2.1 The following provisions apply to a contract to grant a new lease.

8.2.2 The conditions apply so that:

- 'seller' means the proposed landlord
- 'buyer' means the proposed tenant
- 'purchase price' means the premium to be paid on the grant of a lease.

8.2.3 The lease is to be in the form of the draft attached to the contract.

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.

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.

8.2.6 The buyer is to execute the counterpart and deliver it to the seller on completion.

8.3 Consent

8.3.1

- 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.

8.3.2

- 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.

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):

- 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.

9. CONTENTS

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.

9.2 The contract takes effect as a contract for sale of goods.

9.3 The buyer takes the contents in the physical state they are in at the date of the contract.

9.4 Ownership of the contents passes to the buyer on actual completion

End of the case study materials

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