



**PURCHASER'S
SOLICITOR'S PRE
CONTRACT CHECK
LIST ON
ACQUISITION OF
PRIVATE
DWELLINGHOUSE**

Client:

Property:

Requisitions on Title are designed to ensure that Title is given in accordance with contract and act as a Check List for both vendor's and purchaser's solicitors to remind them to obtain certain searches prior to closing. The purchaser's rights are determined by the contract for sale. The basic rule is that Caveat Emptor applies except in so far as the contract for sale otherwise provides, for instance the warranty contained in general Condition 36 in relation to development. Because of this there are many items which have to be clarified prior to the signing of the contract. To defer enquiry into such matters until the requisition stage could result in the purchaser being bound to complete the purchase regardless of whether the results of such enquiries are satisfactory or not.

With this in mind the following Check List has been prepared for the use of purchasers' solicitors prior to their clients being contractually committed to acquire the property.

Queries should be directed in the first instance to the purchaser. While some of the information will have to be obtained from the vendor the Check List is not designed for use as pre-contract requisitions.

This Check List is designed for general residential conveyancing. For Commercial Properties, Licensed Premises, Agricultural lands with Milk Quotas, Flats, Multi Storied Buildings (or part thereof) special pre-contract enquiries should be raised and in many cases the issue of complete extracts from the Standard Requisitions on Title may be justified.

CHECK LIST

1. Check that Insurance will be available for property. In the event of property being of a special category confirm purchaser has obtained Insurance of his beneficial interest to cover any loss in the event of non completion or delay in completion.
2. Check that survey effected which includes planning and new roads and road widening search, zoning as to amenities (e.g. commercial/industrial developments, halting sites) etc., and identity.
3. Which of the walls and fences belong to the property and which are party walls or fences? Confirm if there are any agreements.
4. Is the property registered under the National House Building Guarantee Scheme?¹. If so provide in contract for obtaining HG.6² Guarantee Certificate.
5. (a) How is the property serviced as to drainage, water supply and otherwise?
(b) If the property is serviced by a septic tank, is the tank and percolation area

1. Now "HomeBond"

2. Now "HG. 11"



- within the property boundaries?
- (c) Is water supply from Local Authority mains or from a well? If the latter, is this within the boundaries, or are there suitable easements of access?
6. Have the services (including roads, footpaths, sewers, drains) abutting or servicing the property been taken over by the Local Authority or if not are there appropriate easements and indemnities in existence?
 7. Are there any rights of way, easements, privileges or liabilities affecting the property known to the purchaser or apparent from an inspection of the property?
 8. Is there a television aerial or cable on or attached to the property? If so obtain details of ownership.
 9. Is there a telephone line to be supplied with the property?
 10. Check what contents and/or fixtures or fittings are included in the sale.
 11. Is the property or any part of it let or subject to a Lease or Licence?
 12. Is there a service charge for refuse collection, water supply or other public services?
 13. Is the property situate in a County Borough, Urban District or Town and, if not, does the purchaser require consent under Section 45 of the Land Act 1965?
 14. Is the property or any part thereof the vendor's "Family Home" within the meaning of the Family Home Protection Act 1976?
 15. Has there been in relation to the property any development (including change of use or extensions) within the meaning of the Local Government (Planning and Development) Acts on or after the 1st October 1964?

Update:

16. Has any Notice, Certificate or Order been served upon or received by the Vendor or has the Vendor notice of any intention to serve any Notice relating to the property or any part thereof under the Derelict Sites Acts?

UPDATE (2001): The Conveyancing Committee has investigated the advisability of introducing Pre Contract Requisitions and after due consideration has decided against the adoption of the practice. Practitioners should therefore have due regard to the Pre Contract check list as set out on the two foregoing pages.

UPDATE (2006): Note at item No. 4 of the Check List that current options include Premier Guarantee Scheme.

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(Contd.)

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