

# TA6 Part 1 Preliminary Information Form

# Introduction

# Full names of the seller(s)

(a) Name of seller(s) if individual(s)

Personal details not available to view

(b) Please provide details of the capacity in which you are providing information for the sale.

Personal details not available to view

(c) Name of seller if a company

Personal details not available to view

When did you become the owner of, or get authority to sell, the property? (DD/MM/YYYY)

Personal details not available to view

### Property being sold

#### Enter the full address

2 Haverwood Milnthorpe LA7 7LN

What is the UPRN (Unique Property Reference Number) of the property?

100110759125

#### Seller's solicitors

#### Enter the details of your solicitor's firm:

Name of solicitor's firm

Poole Townsend Estates Limited

Address

69-75 Duke Street Barrow in Furness LA14 1RP

Contact name

Loise Odondi	
Email	
lodondi@pooletownsend.co.uk	
Reference number	
53176/4	

#### **About this form**

This form is completed by the seller to supply the detailed information and documents which may be relied upon for both the marketing of your property and the conveyancing process.

**Part 1** provides the material information needed by estate agents to start marketing your property. Material information is explained in the National Trading Standards Estate and Letting Agency Team's guidance to estate agents, <u>Material Information in Property Listings (Sales)</u>, so that property listings comply with the Consumer Protection from Unfair Trading Regulations 2008.

Some of the information in Part 1 will also be needed by your solicitor for the conveyancing process.

#### Instructions to the seller

- The answers should be prepared by the person or persons named as owner on the deeds or HM Land Registry title or by the owner's legal representative(s) if selling under a power of attorney or grant of probate or representation. If there is more than one seller, you should prepare the answers together, or if only one seller prepares the form, the other(s) should check the answers given, and all sellers should then sign the form.
- You should answer the questions as accurately as you can from your own knowledge (or, in the case
  of legal representatives, you or the owner). You are not expected to have expert knowledge of legal
  or technical matters or matters that occurred prior to your ownership of the property, or information
  that can only be obtained by carrying out surveys, local authority searches or other enquiries.
- It is very important that your answers are truthful. If you give incorrect or incomplete information to
  the buyer (on this form or otherwise in writing or in conversation, whether through your estate agent
  or solicitor or directly to the buyer), a prospective buyer may make a claim for compensation from
  you or refuse to complete the purchase.
- If you become aware of any information which would alter any replies you have given, you must inform your solicitor immediately. This is as important as giving the right answers in the first place. You should not change any arrangements concerning the property (such as with a tenant or neighbour) and affecting the information you have given without consulting your solicitor first.
- If you do not know the answer to any question, you must say so. If you are unsure of the meaning of any questions or answers, please ask your solicitor. Completing this form is not mandatory, but omissions or delays in providing information may affect the sale.
- Please give your solicitor any letters, agreements, or other papers which help answer the questions. The buyer will want the originals, where you have them, in due course, for example, guarantees. If you are aware of any material or information which you are unable to supply with the answers, tell your solicitor. If some of the documentation is lost, you may need to obtain copies at your own expense. You should also pass on promptly to your solicitor any notices or other information you have received concerning the property, and any that arrive at any time before completion of the sale. If you are not sure if a notice is relevant to the sale, ask your solicitor.

# Instructions to the buyer

- If, separately from this form, you receive any information about the property (in writing or in conversation, whether direct from the seller or through an estate agent or solicitor or directly to you) on which you wish to rely when buying the property, you should tell your solicitor.
- The seller will only be able to tell you about matters they know. They may not have knowledge of legal or technical matters or the contents of reports. You should not expect the seller to have knowledge of, or give information about, matters prior to their ownership of the property. To obtain up-to-date information about these matters you must make your own enquiries and investigations or

- arrange for them to be carried out for you. Your solicitor will help you decide which searches you need when buying the property to provide you with the most up-to-date information.
- If you are obtaining a mortgage, please remember that the inspection carried out on behalf of your lender is not a survey but only a valuation for the lender's purposes. To satisfy yourself as to the physical and structural condition of the property, you should instruct a surveyor to carry out a survey for you. Even if the seller has guarantees or other documents relating to these aspects of the property, the seller is not giving any warranty of the condition of the property, and this is not included in the conveyancing work by your solicitor.

## **Definitions**

- 'Access roads' means any road giving access to a place or to another road.
- 'Alterations' means work intended to change the function or appearance of a place or property.
- **'Building work'** means any work listed in <u>Regulation 3(1)</u> of the <u>Building Regulations 2010</u> and as amended in Wales since 2014.
- **'Buyer'** means all buyers together where the property is being bought by more than one person.
- **'Commonhold'** is a form of ownership for multi-occupancy developments. Each unit-holder owns the freehold of their home, and a commonhold or residents' association owns and manages the common parts of the property.
- **'Commonhold community statement'** means a document which makes provision in relation to specified land for (a) the rights and duties of the commonhold association, and (b) the rights and duties of the unit-holders.
- 'Commonhold unit' means a commonhold unit specified in a commonhold community statement.
- **'Consent'** means approval for matters affecting freehold title (for example a restrictive covenant) or leasehold title (such as for alterations).
- 'Freehold' means you own the property and the land it sits on.
- **'Flooding'** means any case where land not normally covered by water becomes covered by water.
- **'Leasehold'** means you do not own the land the property stands on. A lease is an agreement between you and the owner of the freehold or of another lease. The lease sets out what you can and cannot do as a leaseholder.
- **'Listed property'** means a property of special architectural or historic interest as "listed" in the <u>National</u> Heritage List for England and the <u>National</u> Historic Assets of Wales.
- **'Planning documents'** means any planning permissions, building regulations approvals and completion certificates or planning orders or documents.
- 'Property' includes all buildings and land within its boundaries.
- 'Restrictive covenant' means clause(s) in deed(s) or lease(s) that limits what the owner of the land or lease can do with the property.
- **'Sale contract'** means the legal contract between the buyer and seller for the purchase/sale of the property. It is a legal document and once the contract is exchanged it is legally binding on all parties.
- **'Searches'** includes reports in relation to a variety of matters covering topics such as local, planning and environmental.
- 'Seller' means all sellers together where the property is owned by more than one person.
- 'Shared ownership' means you buy a share in a property with an organisation such as a housing association, to whom you will pay rent on the part you don't own. Most homes purchased through shared ownership are leasehold.
- **'Solicitor'** includes, for the purposes of this form, 'conveyancer' as defined by HM Land Registry Practice Guide 67.

Wh	at Council Tax band is the property in?
	E
2. As	sking price
Wh	at is the asking price of the property you are selling?
	£375,000.00
3. Te	nure, ownership and charges
3.1	Is your property freehold, leasehold or commonhold?
	Freehold Leasehold Commonhold
1	s your property owned via a shared ownership scheme?
	☐ Yes ✓ No
3.2	What share of the property do you own?
	%
3.3	How much rent do you pay each year for the remaining share of the property?
	£
3.4	What is the end date of your lease? (DD/MM/YYYY)
	Have you applied to the landlord:
	(a) for an extension of the lease?
	Yes No
(	(b) to buy the freehold?
	Yes No
(	(c) to vary the terms of the lease?
	Yes No
	If Yes to any question in 3.5(a)-(c), please provide details of when you applied and whether the application has been accepted:

1. Council Tax

3.0 How much ground tent is due each year:
£
3.7 Does your lease say that the ground rent increases?
Yes No
(a) Date of next increase: (DD/MM/YYYY)
(b) Frequency of increase:
(c) Amount you will pay after the increase (if known):
£
(d) How is the increase calculated?
3.8 Does the lease require you to pay service charges?
Yes No
(a) Have you paid service charges?
Yes No
3.9 Please give the dates of your last annual service charge (DD/MM/YYYY)
From
To
3.10 How much was your last annual service charge?
£
3.11 Is there a budget or known amount for the service charge this year?
☐ Yes ☐ No
If Yes, please provide any relevant documents, such as a service charge bill.
Attached To follow
3.12 How frequently are the payments due?

	Monthly	Six mon	thly	Quarterly	Annually	
3.13 P	lease provid	e a copy of f	the co	mmonhold cor	nmunity statemen	t.
	Attached	To follo	w			
3.14 H	ow many un	its are there	in the	e commonhold	?	
3.15 H	ow much do	es your unit	pay a	innually under	the commonhold	assessment?
£						
3.16 D	oes the com	ımonhold ha	ve a r	eserve fund?		
	Yes 🔲	No				
Hov	v much does	your unit pay	annua	ally into the rese	rve fund?	
:	£					
	-			_		rty (apart from council tax, utility
charge			yment	ts to a manage	ment company or	other person?
	Yes 🗸	No				
If Y	es, please g	jive details				
2 40 11	ow much ic	due ennuelle	u fon ti	haaa athar aha	vaoo?	
	ow much is	due annuan	y ior ti	hese other cha	rges :	
£	a way baya		:		of maintaining on	and or football
3.19 D			ing to	wards the cost	of maintaining ac	cess roads or footpaths?
	Yes 🗸					
If Y	es, please g	jive details d	of who	payments are	made to	
3 20 📙	ow much is	due annualli	v towa	ards these cost	e?	
£	OW MUCH IS	due aminally	y towa	ards these cost	<b>3</b> :	
. Phys	ical chara	acteristics	of t	he property		

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terrace?
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the property?
Other
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☐ Mains (metered) ☑ Private water supply
If private water supply, please give details
Sewerage:
☐ Mains sewerage ✓ Septic tank ☐ Cesspool ☐ Small sewage treatment plant
Heating:
Mains ☐ Electric ✔ Oil ☐ LPG ☐ Biofuel ☐ Ground Air source heat ☐ heat pump pump
If Other, please specify
5.2 Which of the following services are available at the property?
Broadband
Yes No
Mobile signal
Yes No
Are there any known issues or areas of restricted coverage with the mobile signal?
☐ Yes ✓ No
If Yes, please give details
Parking

6.

6.1 Is off-road parking available?

✓ Yes	No
Please specif	y the type of parking available
Drive and Ga	ırage
6.2 Is a permit re	quired for on-road parking?
Yes 🗸	No
6.3 What is the c	urrent annual charge of the permit?
£	
6.4 Does the pro	perty have an electric vehicle (EV) charging point?
☐ Yes ✓	No
If Yes, please	specify the make and its location
7 Decilation Cofe	A
7. Building Safe	
	ety e of any defects or hazards at the property that might lead to a fire or a structural
7.1 Are you awar failure?	
7.1 Are you awar failure?	e of any defects or hazards at the property that might lead to a fire or a structural
7.1 Are you awar failure?  ☐ Yes	e of any defects or hazards at the property that might lead to a fire or a structural
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7.1 Are you awar failure?  Yes  If Yes, please	e of any defects or hazards at the property that might lead to a fire or a structural  No  give details
7.1 Are you awar failure?  Yes  If Yes, please	e of any defects or hazards at the property that might lead to a fire or a structural  No  give details  or essential works been recommended?
7.1 Are you awar failure?  Yes  If Yes, please	e of any defects or hazards at the property that might lead to a fire or a structural  No  give details
7.1 Are you awar failure?  Yes  If Yes, please  7.2 Have urgent of Yes	e of any defects or hazards at the property that might lead to a fire or a structural  No  give details  or essential works been recommended?
7.1 Are you awar failure?  Yes  If Yes, please  7.2 Have urgent of Yes	e of any defects or hazards at the property that might lead to a fire or a structural  No  give details  or essential works been recommended?  No
7.1 Are you awar failure?  Yes  If Yes, please  7.2 Have urgent of Yes  (a) Are there are yes	e of any defects or hazards at the property that might lead to a fire or a structural  No  give details  or essential works been recommended?  No  any proposals for these works to be carried out?
7.1 Are you awar failure?  Yes  If Yes, please  7.2 Have urgent of Yes  (a) Are there are yes	e of any defects or hazards at the property that might lead to a fire or a structural  No give details  or essential works been recommended?  No any proposals for these works to be carried out?  No

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Attached To follow
8. Restrictions
8.1 Is the property (or any part of it) in a conservation area?
☐ Yes ✓ No ☐ Not sure
Please supply a copy of any relevant documents
Attached To follow
8.2 Is the property (or any part of it) listed?
☐ Yes ✓ No
8.3 What is the grade of the listing?
Grade I Grade II* Grade II
Please provide a copy of any relevant documents, e.g. notice of listing, letter from the local authorit confirming listing.
Attached To follow
8.4 Does your title contain any restrictive covenants affecting the use of the property?
☐ Yes ✓ No
Please supply a copy of your title and any other relevant documents
Attached To follow
8.5 Are any trees on your property subject to a Tree Preservation Order?
☐ Yes ✓ No ☐ Not sure
(a) Have the terms of the order been complied with?
Yes No Not sure
(b) Please supply a copy of any relevant documents
Attached To follow
9. Rights and informal arrangements
9.1 Does the property benefit from any rights or arrangements over any neighbouring property (this includes any rights of way)?
☐ Yes ✓ No ☐ Not known
If Yes, please give details

	Does ownership of the property carry a responsibility to contribute towards the cost of any jointly ed services, such as maintenance of a shared driveway, a boundary or drain?
	☐ Yes ✓ No ☐ Not known
	If Yes, please give details
	Has anyone taken steps to prevent access to the property, or to complain about or demand payment access to the property?
	☐ Yes ✓ No
	If Yes, please give details
	Do you know of any of the following rights or arrangements which affect the property:  (a) Rights of light?
	Yes V No
	(b) Rights of support from adjoining properties?
ļ	(c) Customary rights (e.g. rights deriving from local traditions)?
	☐ Yes ✓ No
	Do you know if any of the following arrangements affect the property:
1	(a) Other people's rights to mines and minerals under the land?
	☐ Yes ✓ No
1	(b) Chancel repair liability?
	☐ Yes ✓ No

	(c) Other people's rights to take things from the land (such as timber, hay or fish)?
	☐ Yes ✓ No
	If Yes, please give details
	Do you know if there are any other rights or arrangements affecting the property? This includes any hts of way.
	☐ Yes ✔ No
	If Yes, please give details
9.7	Do any drains, pipes or wires serving the property cross any neighbour's property?
	☐ Yes ✓ No ☐ Not known
9.8	Do any drains, pipes or wires leading to any neighbour's property cross the property?
	☐ Yes ✓ No ☐ Not known
9.9	Is there any agreement or arrangement about drains, pipes or wires?
	☐ Yes ☑ No ☐ Not known
	Please supply a copy
	Attached To follow
	If not documented, please give details
_	

## 10. Flood risk

10.1 What is the flood risk for the area around the property?

Very Low	
40.2 Has any part of the pro-	norty (buildings, surrounding garden or land) syor been fleeded?
	perty (buildings, surrounding garden or land) ever been flooded?
Yes No	
(a) When did the flooding to	ike place? (MM/YYYY)?
(b) Which parts flooded?	
(b) Which parts hooded:	
(c) What type of flooding to	ok place?
Ground Water	
Yes No	
Sewer flooding	
Yes No	
Surface water	
Yes No	
Coastal flooding	
Yes No	
River flooding	
Yes No	
Other	
Yes No	
If Yes, please give det	ails:
Yes No	ails:

10.3 Are there any defences to prevent flooding installed at theproperty?
☐ Yes ✓ No
If Yes, please give details:
Coastal erosion
10.4 If the property is near the coast, is there any known risk of coastal erosion affecting the property?
☐ Yes ✓ No ☐ Not applicable
Please give details:
11. Outstanding building work or approvals
11.1 Are you aware of any breaches of planning permission conditions or building regulations consent conditions, unfinished work or work that does not have all necessary consents?
☐ Yes ✓ No
If Yes, please give details:
11.2 Are there any planning or building control issues to resolve?
☐ Yes ✓ No
If Yes, please give details:
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governm property	ent department), or any negotiations or discussions taken place, which affect the property or a nearby?
Y	es 🗸 No
If Yes,	please give details:
12.2 Are	you aware of any plans or proposals to develop property or land nearby?
Y	es 🗸 No
If Yes,	please give details:
12.2 Area	vou avera of any proposale to make alterations to avalong the use of buildings poorby?
	you aware of any proposals to make alterations to or change the use of buildings nearby?
If Yes,	please give details:
⊔ 3. Acces	sibility
	property have:
	p free access from the street to inside the property (e.g.ramps / lifts)?
	Yes V No
(b) We	t room / level access shower?
~	Yes No
(c) Lat	eral living (entrance level living accommodation)?
	Yes V No
(d) Oth	er accessibility adaptations?

12.1 Have any notices or correspondence been received or sent (e.g. from or to a neighbour, council or

L Ye	s 🛂 No							
If Yes to 13(a)-(d) please give details:								
None								

# 14. Coalfield or mining area

Are you aware of the property being on a past or present coalfield or directly impacted by the effect of other mining activity?