

Buying a Property?

What your Conveyancer is doing for you

It is important that you read through this information thoroughly

Ellis-Fermor & Negus solicitors has been in practice since 1893 and has offered conveyancing expertise for over 125 years. We offer a personal service to all our clients from our team of experienced lawyers throughout the conveyancing process. Our five offices across Nottinghamshire and Derbyshire put us in an ideal position to offer an excellent local service but we also work for many clients across England and Wales.

At Ellis-Fermor & Negus, we pride ourselves on providing a personal, high-quality, conveyancing service for all our clients. This guide explains what your conveyancer will be doing for you.

1. Conveyancing Transaction Outline

(a) Pre-Exchange

Timescales

We estimate that a reasonably standard freehold purchase with no unforeseen complexities of a legal or financial nature may take approximately 8-12 weeks from receiving your full instructions up to the completion date. There are several factors involved in the conveyancing process over which neither you nor we may have control such as the seller, the seller's conveyancers or the parties in the chain above (your seller's seller). This means that we cannot guarantee any fixed timescale in which your purchase may complete.

You may of course let us know, bearing in mind the above, an approximate timeframe in which you would ideally like to complete your purchase. We are always happy to discuss this with you and aim towards this timescale where possible.

Any negotiations regarding the purchase price and proposed completion date must be agreed by both parties during this period before exchange of contracts.

You should consider as early as possible whether you require a property survey. You may want to speak to a surveyor to discuss the survey options available (see also section [3\(b\) Physical Condition of the Property](#)).

You should also consider early on how you intend to fund your purchase, which may include a mortgage. Financial matters, including mortgages are outside of our scope of advice (see also section [3\(d\) Financial Matters](#)). You may want to speak to an independent financial advisor or mortgage broker to discuss the same.

Money Laundering

Money will need to be transferred into and out of our firm's client account, to enable the purchase to go ahead. There are very strict rules in place relating to the transfer of funds and as such, we must carry out checks in order to prevent money laundering. These include verification of your identity and verification of your funds. It is important that you supply any information requested as soon as possible.

It is a legal requirement that we ask and you provide, full details of where the balance of your purchase money and deposit is coming from (e.g. sale of existing property; savings; gift from family etc.).

(b) Exchange of Contracts and Payment of Deposit

You will sign one copy of the contract, and the seller will sign another identical copy. The contract becomes binding once those two copies are formally exchanged between the conveyancers.

Once contracts are exchanged:

- The completion date will be a fixed agreed date and is legally binding
- The purchase price will be a fixed agreed price and is legally binding
- The property will still legally belong to the seller until the completion date, when they will transfer it to you in exchange for the purchase price
- Neither you nor the seller will be able to withdraw from the transaction and there will be legal and financial consequences should one party decide to withdraw after exchange of contracts
- The buildings insurance risk passes to you, i.e. the buyer. You should have adequate

and suitable buildings insurance in place at the point of exchange of contracts.

- For leasehold properties, often the landlord is responsible for insuring the building, but not always. The terms of the lease must be checked to ascertain if it is the landlord or tenant who is responsible for insurance.

Deposit

You will be expected to pay a deposit of 10% of the purchase price on exchange of contracts. If you are selling a property at the same time as buying, we would normally use the deposit from your sale. If the seller accepts a deposit of **less** than 10% (which may be the case in practice if you are buying for more than you are selling), please bear in mind that you still remain liable for a 10% deposit and the remainder could be required by the seller.

The deposit remains in the hands of the conveyancers until completion.

In the event that you do not complete your purchase on the agreed completion date and it is considered to be your fault rather than the seller's, you are at risk of losing your deposit and making up any shortfall to 10%.

(c) Completion and Payment of Balance Funds

Before completion, we will order a Land Registry priority search, bankruptcy searches if you have a mortgage and request your mortgage funds. Most lenders require at least 7 days' notice of the completion date. Wherever possible we ask the lender to send the mortgage funds one working day before completion, to avoid any delays on the completion date itself.

We will ask you to make payment of all required balance funds, including our costs, Land Registry fees and any Stamp Duty Land Tax. The whole balance must be in cleared funds in our account from you at least one working day before completion.

Payment of balance funds can be made by bank transfer or cheque. We do not accept cash payments over £500. Please refer to the Money Laundering section above and our [Terms of Business](#) for further information. Our bank details will be provided once we have verified your ID and funding arrangements. We will not inform you of any change to our bank details by email.

Completion will take place on the date agreed in the contract. On that date, we will pay the balance purchase monies to your seller's conveyancers. At that point, the seller will be legally required to vacate the property and hand the keys over to you (normally by approximately 2.00 pm).

(d) Registration

Once completion has taken place, it is a legal requirement to register you as the new property owner with the Land Registry. Technically speaking, you do not become the full legal property owner until your ownership is formally registered. This process (depending on the Land Registry's current processing timescales) is approximately 4-12 months, after which we will contact you to confirm that registration has been completed.

(e) Storage of Documents

On completion of your property ownership registration, your file will be closed and any documents which may be held on file will be stored for 12 years. For further information please refer to section 16 of our Terms of Business.

2. MATTERS WITHIN OUR SCOPE OF ADVICE

(a) Legal Title

We will check the legal title relating to the property you are buying. This includes checking that the seller is entitled to sell the property and reviewing the Land Registry title documents for any entries which may affect how you can use the property.

Boundaries

It is rare to see a title plan showing definitive legally determined boundary lines. Most registered property title plans show only the **general** boundaries. If you have concerns about the boundaries or boundary structures (e.g. fences, hedges, etc.) of the property you are buying, please discuss this with your conveyancer before committing to exchange of contracts.

Registered Title

Most land is registered with HM Land Registry. The Land Register provides the legal evidence of who owns the land and which legal matters affect it. The seller will need to provide copies of the Land Registry title documents for the property to prove their ownership and legal right to sell the property.

Unregistered Title

Some land remains unregistered, especially where it has not changed hands for many years. For unregistered land it is the original hard copy title deeds that prove who owns the land and which matters affect it. An unregistered title is often more complicated and time-consuming to investigate, so it may take longer to review the deeds and ascertain the relevant information that we will need to advise on. We may also need to increase our legal charges above our initial costs estimate to reflect the additional time and complexity involved. If it becomes apparent that a title is unregistered, we will let you have an updated costs estimate as soon as we can.

Leasehold

If you are buying a leasehold property, we will ask the seller's conveyancers to provide an information pack from the landlord and/or management company. We do not have any control over the timescales in which a landlord, management company or their agents may provide the necessary information, so please bear in mind this may result in possible delays to a property transaction. These parties often charge additional admin fees to register you as the new leasehold owner, which you will be required to pay. We will need to see the information pack(s) to advise you of these additional fees (separate to our costs estimate provided).

(b) Searches

If you are buying with a mortgage, we must order a local authority search and a drainage and water search. Where relevant to the property's location, we may also be required to order a mining search (see also section [2\(c\) Other Searches](#)).

If you are buying *without* a mortgage, we still recommend ordering these searches. They may reveal matters which could have an adverse or financial impact on the property and affect the ability to sell or finance the property in the future.

We also recommend an environmental search and this is included within our standard costs estimate.

The searches relate only to the property you are buying. They will not reveal anything affecting next door. For example, if the neighbours of the property you are buying intend to build an extension, this will not be revealed by your local search. There are organisations who can provide further information about the surrounding area and we can order other planning and nearby development searches if required - please see section [2\(c\) Other Searches](#).

The searches will not reveal issues of landslip, subsidence (other than in a mining search) or damage by tree roots; defects; dry or wet rot; or timber infestation. These are matters of survey and you may want to speak to a surveyor to discuss the survey options available (see also section [3\(b\) Physical Condition of the Property](#)).

All searches are specific to the property only and not to any nearby property, except for a wider planning search – see section [2\(c\) Other Searches](#).

Local Authority Search

This identifies any planning or building regulations matters affecting the property, if the road is a public adopted highway, proposals for road and traffic schemes, planning notices, planning enforcement notices, financial charges, conservation areas and tree preservation orders – all specific to the property only and not to any nearby property.

Drainage Search

This identifies whether the property is connected to the mains water supply and the public foul and surface water drainage systems. The results may also show the location of a public sewer or water main within the property's boundaries (if any), which may potentially restrict development of the property (such as an extension).

Coal Mining Search

Where relevant to the property's location, a mining search may be required. This identifies details of coal mining activity (past, present and future), mining related subsidence and mine shafts/entries, which may pose a level of subsidence risk to the property.

Climate Change Search

This identifies potential future risks to the property as a result of climate change matters including flooding, coastal erosion, ground instability and rising temperatures. There may also be potential risks to a property's valuation associated with governmental policy, for example where a property may no longer comply with future legislative changes, such as minimum energy efficiency standards.

Environmental Search

This identifies whether the property may be at risk as a result from environmental factors including flooding, contaminated land and ground instability.

A property may be affected physically by such factors and/or there may be financial considerations, such as higher buildings insurance premiums.

Flooding

The most common types are:

- Surface water flooding
- Sewer flooding
- Groundwater flooding
- River flooding
- Coastal flooding

Should the search identify flooding risk, you may wish to consider a separate flood report to go into further detail. You should also consider as early as possible available insurers and premiums for buildings insurance, as insurance may be affected by flooding risk.

For all purchases, you must ensure that you can obtain suitable and adequate buildings insurance before exchanging contracts.

Flood Re and buildings insurance

Flood Re is a flood insurance scheme for properties built *prior* to 2009. It is designed to provide affordable insurance for properties with a high flood risk. When you buy home insurance, your insurer may choose to pass the flood risk element of your policy onto Flood Re for a fixed price.

Not all properties are eligible. There are many exemptions from the scheme including second homes, buy to let properties and most leasehold properties where the landlord or management company insures the building. For further information please visit [FloodRe](#).

Contaminated Land

Commercial and industrial activity may potentially result in land becoming contaminated with substances which, if not properly dealt with, could pose a risk to public health or the environment.

Whilst most soils contain an element of potential contaminants, the levels of risk posed are usually very low. Some land however such as former landfill or industrial sites, pose an unacceptable level of contaminated land risk.

Land is only treated as 'contaminated land' for legal purposes if it poses an unacceptable level of risk. Local authorities are required to identify sites at which there is 'contaminated land' and can issue remediation notices, requiring action to remediate the contamination.

As the homeowner, you may potentially be required to comply with a remediation notice at your own expense should the party who is primarily liable fail to do so, i.e. the person who 'causes or knowingly permits' a contaminant to be in, on or under the land.

The local authority search identifies whether land has been designated as 'contaminated land'. Please bear in mind that even without a formal designation, land may still be at some level of risk of contamination. It may just mean that the site has not been inspected, the pollution level is not high enough to meet the legal definition, or no conclusion about the site has yet been reached even if a site inspection has finished.

The environmental search we order as standard offers an opinion on the basis of historic data relating to the area that the property is within and whether it is likely to be affected by environmental contamination factors in the future.

Ground instability

Geological factors may cause ground movement such as shrink-swell clays. These are soils that expand and contract with wet and dry weather and can lead to ground movement affecting buildings and local infrastructure. Other signs of ground instability may include subsidence, landslide and heave, all of which may impact buildings and insurance and result in rectification costs.

Other hazards may include coal mining activity. If highlighted, this will be investigated further via a coal mining search.

(c) Other Searches

Compulsory searches relevant to a property's location

The majority of our conveyancing transactions are local to our offices across Nottinghamshire and Derbyshire. Where relevant to a property's location and to your mortgage lender's requirements, we will also need to carry out compulsory searches which may include commons registration, brine, tin and clay mining searches. There will be additional charges payable for these.

Other searches to consider

Depending on the property's location, you may want to consider optional searches to gain a better understanding of other potential risks to the property. There will be additional charges payable for these.

If you would like to purchase any optional searches, please let us know as soon as possible.

We may also charge an additional fee of £50 plus VAT per additional search to cover the time incurred ordering and reviewing and reporting to you on each one.

Chancel repair liability

Chancel repair liability refers to a church's right to demand payment from a property owner towards chancel repairs, which can potentially be very expensive. Until 12 October 2013, a property could be subject to this liability without formal knowledge, as the right did not have to be registered against the property's title. Chancel repair liability searches were previously ordered as standard for property purchases.

Since 13 October 2013, only properties where the Land Registry title contains a specific notice protecting the church's chancel repair liability are considered to be subject to it, provided that the property has been purchased or transferred for full value since 13 October 2013.

If the property you are buying has been in the seller's ownership since earlier than 13 October 2013, you may wish to consider obtaining chancel indemnity insurance or a chancel repair liability search.

The Land Registry will still consider an application to register a chancel repair liability if made to them and will not check whether a change of ownership has taken place since 13 October 2013. You may wish to consider obtaining a chancel indemnity insurance policy to protect against this potential risk.

Nearby development

We do not routinely check to see whether the property you are buying is or may be affected by nearby development. We can order an additional search to identify any planning applications in the vicinity of the property you are buying and which offer an opinion on the potential for future development in the nearby area.

High Speed Rail (HS2)

The eastern leg of HS2 that was previously anticipated to affect the East Midlands has been cancelled. However, the previously nominated land and routes remain potentially open for consideration within future transportation plans. Currently HS2 may be a consideration if you are buying a property within London or Birmingham and also Buckinghamshire, Hertfordshire, Northamptonshire, Oxfordshire, Solihull, Staffordshire or Warwickshire.

Costs for additional searches

The costs shown below for some of the additional searches are up to date as of August 2025 but should be considered as indicative only. These costs may be subject to change and increase at any time. If you wish to order any additional searches, please contact your conveyancer first to obtain a revised estimate.

ChancelCheck Residential up to 25m Radius

A screening report designed to inform of any potential chancel repair liability of a property with a radius of less than 25 metres. £31.20 including VAT.

Chancel repair indemnity

An insurance policy that can be ordered on its own instead of a search, or in addition to a chancel search. Approximately £30-100 including VAT depending on the property value.

GroundSure Planning

Planning applications fall under 3 categories: large, small and house extensions/small new builds. The search radius used will vary depending on whether the property is located in a rural, urban or mega-urban environment. £46.74 including VAT.

The report covers:

- House extension and project planning applications from the last 10 years
- Current and planned Ofcom mobile phone mast locations
- Designated environmentally sensitive sites
- Local information including transport, recreation, retail and entertainment
- Local Authority data including Council Tax bands and police force
- Air Quality Management Areas
- Modelled data planning restrictions, such as listed buildings and building conservation areas

DevAssess + Planning Data

This basic assessment for residential and commercial purchasers of properties under 0.25 acres exposes any significant development risks in a 75m radius from the centre of the main structure. Areas investigated include risks to views, the impact on its value and enjoyment potential should development occur nearby, and a professional opinion on its development potential. £174.00 including VAT.

(d) Stamp Duty Land Tax (SDLT)

Stamp Duty Land Tax (SDLT) is a personal tax. For most purchases in England, you will be responsible for submitting a Stamp Duty Land Tax (SDLT) return to HMRC, even if there is no SDLT payable. We generally submit this return on your behalf; however, the liability to submit the correct return and pay the correct SDLT remains your responsibility at all times. The return must be filed with HMRC within 30 days of completion of your purchase. Late filing may incur a penalty, interest and fine, even where there is no tax to be paid.

We will prepare a draft return for you to review and sign. The final return may be subject to some changes, as it will include dates of exchange and completion. If the purchase price changes during the transaction, this will also impact the details of the final return and SDLT calculation.

We will calculate the SDLT payable based on transaction information and the HMRC's standard rates of SDLT for main residences, additional property higher rate surcharge and first time buyer's relief, as appropriate to the transaction information. Broader tax planning advice, including (but not limited to) complex reliefs or structuring advice, is outside of our

scope of advice and you should consider seeking independent tax advice from a tax specialist where your transaction and circumstances may extend beyond the scope of the HMRC's standard rates for SDLT as detailed above. Should you instruct us to submit your SDLT return on the basis of a relief, you may need to sign our disclaimer to acknowledge that we have not provided you with any advice on the particular relief you seek to claim.

Although this is a self-certified return (HMRC takes the information you supply at face value), HMRC can investigate the case for several years after filing. It is essential that all information within the return is correct and accurate.

For further information please visit [Stamp Duty Land Tax](#)

For properties in Wales, you must pay Land Transaction Tax instead if you buy a property over a certain price threshold. There is no first-time buyers' relief in Wales. For further information about the Welsh Government's Land Transaction Tax, please visit [Wales - Land Transaction Tax \(LTT\)](#)

First time buyers

If you meet the eligibility criteria for first time buyer's relief, the rates of SDLT may be lower or even nil. If you intend to claim first time buyer's relief, please contact your conveyancer to discuss as soon as possible.

Please refer to our Stamp Duty Land Tax Relief for First-Time Buyers information sheet, available upon request to our clients.

Higher rates

There are higher SDLT rates payable if your purchase will result in you owning an interest in two or more properties. Examples may include purchasing an investment or buy to let property, or where you are buying your new home *before* selling your existing home.

Please refer to our Stamp Duty Land Tax Information sheet, available upon request to our clients.

(e) The Green Deal

It may be that energy-efficiency improvements have been made to the property you are buying, which were financed under the former Green Deal scheme.

This was a loan system to enable property owners to afford the cost of energy-efficiency improvements over a period of years, with repayments attached to the electricity bill. The loan is over the property and means that a buyer becomes responsible for repayments once they become the new property owner.

If the property has been improved under the Green Deal scheme, this should be disclosed by the seller in the Property Information Form and on the Energy Performance Certificate (EPC). If this applies, we will ask the seller for further information, to enable us to advise you on the associated costs for you going forward.

If the Green Deal applies to the property but has not been disclosed in the Property Information Form or EPC, you may not be liable for the remainder of the loan repayments, unless you pay the first electricity bill without objecting. It is very important to double-check the first electricity bill you receive after completion for any reference to the Green Deal scheme.

You can still apply for a Green Deal loan through private companies. For further information please visit [Green Deal](#)

3. MATTERS OUTSIDE OF OUR SCOPE OF ADVICE

(a) Energy Performance Certificate (EPC)

The seller must have a valid Energy Performance Certificate (EPC) before putting the property on the market. The EPC gives an energy-efficiency rating for the property. The information within the EPC is outside of our scope of legal advice. The EPC is usually provided by the estate agent, seller or their conveyancer. They can also be downloaded - [EPC Energy Performance Certificate](#)

The EPC is valid for 10 years and you may be able to re-use it if you sell the property before its expiry.

(b) Physical Condition of the Property

We do not check the physical condition of a property. It is up to you to ensure that you are happy with the physical state and condition of the property you are buying.

A property survey is optional but recommended. A property survey can identify potential defects, repairs and possible risks, allowing you to consider additional costs these may incur and whether the property is right for you.

Consider whether you should have a survey of the property before committing to your purchase, i.e. before exchange of contracts. Once you have exchanged contracts, you must accept the property as it is and cannot renegotiate to take into consideration any physical defects of the property and associated costs.

Mortgage valuation

This should not be relied on as a property survey. It is for the mortgage lender's benefit to satisfy themselves of the property's current market value and loan to value of the mortgage loan offered. It is not commissioned on your behalf and you will have no recourse to the valuer for any information contained within the report. The mortgage valuation report is still a useful tool, particularly for your conveyancer to review and will be requested where possible. In terms of a survey however, it should not be treated in the same category as the ones listed below.

RICS Home Survey

There are 3 levels of survey available depending on your requirements and the type of property you are buying. For further information please visit [RICS Home Surveys](#)

This report involves an inspection of the property by a chartered surveyor. It covers only those parts of the property which are readily visible or accessible. It may make recommendations when the surveyor identifies matters that require further investigation.

Structural Survey

This is a Level 3 RICS survey and may involve more time and detailed examination of the property by a surveyor. This may include an in-depth inspection of the windows, floors, roof space and services chambers where possible. It is a more expensive survey but with the advantage of identifying defects that may not be possible to identify with a Level 1 or Level 2 survey.

Specialist Survey

These may be required for a more detailed investigation of a specific aspect of a property, such as damp, timber or drains.

If your survey reveals anything of concern or that you wish to discuss further before committing to your purchase, please contact the seller or estate agent. It may be that the seller is prepared to rectify an issue now or agree to reduce the purchase price to reflect the additional costs for repairs. If the price is renegotiated, please let your conveyancer know as soon as possible.

Electrical and heating systems - building regulations compliance

New electrical and heating systems or alterations to an existing system should be carried out by a tradesperson is registered with a recognised 'competent person' scheme. The person's work must comply with current building regulations standards. If such works have been carried out to the property, the property owner should be issued with a building regulations compliance certificate. If we are told about such work, we will ask to see the certification and will confirm your options if a certificate is not available.

If the tradesperson is not registered with a 'competent person' scheme, the property owner should apply for building regulations approval from the local authority building control inspector instead and provide us with a copy of the building regulations completion certificate.

The certificate is for the installation or alteration only. It does not mean that the systems are currently in a good state of repair and condition. You may wish to commission your own electrical condition report or gas safety report before committing to exchange of contracts. We do not ask the seller for any reports relating to the condition of electrical and heating systems, unless they have made specific reference to them in the contract pack. The seller is under no obligation to provide such reports.

Any negotiation with the seller concerning the physical state and condition of the property should be made known to us as soon as possible. We will help to ensure that the contract between you and the seller reflects any agreement reached, including who will pay the costs and who will be responsible for completing any repairs.

(c) Japanese Knotweed

The Royal Horticultural Society's (RHS) website provides information about Japanese knotweed. It is an invasive plant that can lead to damage to paving, tarmac and buildings. It is subject to legal control measures. It should be controlled and treated in a very prescribed way. For further information please refer to [RHS - Japanese knotweed](#)

As such, its presence can adversely affect mortgage applications and the buying and selling process. A mortgage lender or buyer may require the knotweed to be professionally treated and removed as part of a treatment programme with an accompanying insurance-backed guarantee. There is of course a cost to this, which can impact on the purchase price and the lender's valuation of the property if not actioned appropriately.

If you have concerns whether a plant you have seen at the property may be Japanese knotweed, you may wish to contact a surveyor for further advice.

(d) Financial Matters

We will check the legal terms of your mortgage, advise you on signing the mortgage deed and apply for your mortgage funds to complete your purchase. We will **not** check whether the terms of your mortgage in general are suitable for your financial needs and circumstances.

Generally, the names of the borrowers on the mortgage must be the same people who are buying the property. There may be mortgage products available for one buyer but two borrowers on the mortgage (non-owner borrower) but we do not provide any form of financial or product advice.

You may wish to contact an independent financial advisor.

(e) Taxation Matters (other than Stamp Duty Land Tax)

We are not tax specialists and it is your responsibility to ascertain for yourself any tax which may apply in connection with your property purchase or future sale of the property.

The only taxation matter we provide assistance with is detailed in section [2\(d\) Stamp Duty Land Tax](#) (SDLT), calculation of standard rates of SDLT only and Land Transaction Tax (LTT) for properties in Wales.

Capital Gains Tax, Income Tax, Corporation Tax or Inheritance Tax may apply but are outside of our scope of advice. For further information and advice about any applicable taxes and filing requirements, please contact a tax specialist or chartered accountant.

If you wish to discuss how your purchase or future sale may affect your inheritance tax position please contact your conveyancer, who will be able to put you in touch with one of our specialist wills and probate lawyers here.

4. BUY TO LET PROPERTIES

This section is for property developers and purchasers buying property to let out under a new or existing tenancy. This information is in addition to the above sections, all of which apply to property developers and buy to let purchases.

(a) Landlord obligations

It is your responsibility to ensure that you understand and comply with all landlord obligations you have to your tenants. General information is available on the gov.uk website [Renting a property](#)

You may wish to contact a lettings agent for further information.

(b) Existing Tenancies

If the property you are buying will be subject to an existing tenancy on completion, we will check that the agreement is legally valid and complies with the requirements of your mortgage lender (if any). We do not advise on the contents of the agreement.

We do not advise or assist in connection with tenancy deposits.

If you wish to discuss an existing tenancy you are buying subject to in more detail, e.g. future intentions to increase the rent, alter the terms of the agreement or bring the tenancy to an end, please contact your conveyancer. We can put you in touch with one of our specialist lawyers here to discuss further (please note that their charges will be separate and in

addition to the conveyancing estimate you have received).

You may wish to contact a lettings agent for further information.

(c) Stamp Duty Land Tax (SDLT)

If you already own an interest in another property (even if your name is not on the legal title, and even if that property is not in the UK), you will most likely pay SDLT at the higher rate, which is 5% above the standard rate. If it was made known to us when quoting that you were buying an investment/buy to let property, your costs estimate should include the higher rate SDLT payable.

Please also refer back to section [2\(d\) Stamp Duty Land Tax \(SDLT\)](#).

(d) Buying in a Flood Risk Area

Buy to let properties and investment properties are generally not eligible for the Flood Re scheme (see section [2\(b\) Searches](#)).

There may be some circumstances where buy to let properties and investments qualify, for further information please visit [FloodRe](#)

You must always ensure that you can obtain suitable and adequate buildings insurance **before** exchanging contracts.

(e) Energy Performance Certificate (EPC) ratings

Landlords are responsible for having a valid EPC for the property if let out. It must have an energy efficiency rating of A-E. You may not let out a property with an F or G rating, unless you have a valid exemption certificate.

For further information please visit [EPC information for landlords](#)

(f) House in Multiple Occupation (HMO) and Licensing

If you are buying a property to let out to tenants, you should consider whether the letting arrangements fall within the definition of a house in multiple occupation, especially if letting to individual tenants rather than one family or one household. You may need to apply for an HMO licence. The licence is personal to the landlord and not the property (and so cannot be transferred).

Some local authorities (including Nottingham City Council) may have restrictions against using a property as an HMO altogether or only where planning permission is granted for change of use of the property from residential to an HMO. This is in addition to any HMO licensing requirements.

All of these requirements are subject to application, acceptance and payment of the relevant fees. For further information please visit [HMO information for landlords](#)

5. OTHER THINGS TO CONSIDER

(a) Protecting your Property from Fraud

When we complete your purchase we will apply to register your ownership at the Land Registry. We must provide the Land Registry with at least one correspondence address for you (which must be in the UK). For investment or buy to let purchases, you should consider using your home address or a company address rather than the property address. It is possible to ask the Land Registry to register up to three correspondence addresses, which may be abroad (one must be in the UK) and one can be an email address.

If the Registry receives an application from a third party relating to your property title, they will contact you at the correspondence address. You may not wish for this correspondence to be seen by tenants for example. It is important that only you receive the Land Registry correspondence and alerts relating to the property and also that you have the opportunity to respond.

The Land Registry title is a public document, so please bear this in mind when considering correspondence addresses, including an email address.

You will need to contact your conveyancer to confirm which correspondence address(es) you wish to register with the Land Registry.

Once you are registered as the legal owner, you may wish to register with the [Land Registry's Property Alert Service](#). This is free to use and will send you an alert if something changes on the Land Registry property title or if an application is made. This gives you an opportunity to act quickly if you have not made this application or change to the title.

(b) Are you currently living in rented accommodation?

Contact us first before giving your landlord formal notice of your intention to move out. Do not give notice too soon. If you give your landlord notice too soon, you risk being made homeless. Even if you have agreed a completion date with the seller, the date is not legally binding until contracts are exchanged. It may be necessary to agree a longer period between exchange of contracts and the completion date, to enable you to give formal notice to your landlord at the right time.

(c) Co-habitation Agreement

You may wish to consider a co-habitation agreement if:

- One of you is buying the property but two of you will be living there
- You are a cohabiting couple who are not married or in a civil partnership
- One or both of you have children from a previous relationship who will be living with you.

Please contact your conveyancer, who will be able to put you in touch with one of our specialist family lawyers here.

(d) Declaration of Trust

You may wish to consider a declaration of trust if there are two or more of you buying the property and:

- You are contributing different, i.e. unequal sums of money towards the purchase price
- A third party such as a family member is gifting a sum of money towards the purchase price
- You intend to contribute towards separate running costs, utilities, maintenance, repairs and improvements to the property rather than jointly/50-50.

A declaration of trust may help clarify your financial contributions when it comes to selling or transferring the property and/or in the event of a separation.

Please contact your conveyancer for further information.

(e) Wills

It is always important to consider what impact buying your new property is going to have on your estate, such as inheritance, your children and inheritance tax. Please contact your conveyancer, who will be able to put you in touch with one of our specialist wills and probate lawyers here.

Beeston

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