



A guide to completing the Property Information Form (TA6)

The Property Information Form (TA6) is designed to be completed by sellers using the information that they have about their property. These explanatory notes have been prepared to help sellers understand the information that is being requested.*

www.leadingpropertylawyers.co.uk

Full names of the seller(s)

Please state full names of the seller(s) of the property.
Individual seller(s) complete (a) and (b). If the seller is a company, complete (c)

(a) Name of seller(s) if individual(s)
These are the person or persons named as the owner on the HM Land Registry title or on the deeds by the owner's legal representative(s) if selling under a power of attorney or grant of probate or representation.

1	First name <input type="text"/>	2	First name <input type="text"/>
	Middle name(s) <input type="text"/>		Middle name(s) <input type="text"/>
	Last name <input type="text"/>		Last name <input type="text"/>
3	First name <input type="text"/>	4	First name <input type="text"/>
	<input type="text"/>		Middle name(s) <input type="text"/>



The Law Society Property Information Form (TA6) is designed to be completed by sellers using the information that they have about their property.

If the property is leasehold, the [Leasehold Information Form \(TA7\)](#) has additional questions that will need to be completed.

These notes have been prepared to help sellers understand the information that is being requested. In some cases, examples of what might be included in the answer to the question are provided.

Some answers to replies may give rise to further questions being asked.

Buyers may also find the notes to the TA6 helpful to understand any information in replies.

While care has been taken in the preparation of the TA6 form and these notes, the Law Society will not accept any legal liability in relation to them.

The notes are intended to provide help in answering the questions only and are not legal advice. If you have any queries, you should discuss them with your solicitor.

Sellers

If you are a seller, you should read the instructions to the seller at the beginning of the TA6.

As it says in those instructions, 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 the TA6, TA7 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, including those you have attached. 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 that 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.

Buyers

If you are a buyer, you should read the instructions at the beginning of the TA6.

If, separately from the TA6, 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.

Documents to provide

When completing the TA6, you will be asked to provide documents that you can attach to your replies.

If you are able, you may find it helpful to have prepared PDF or JPEG files of the relevant documents before you begin to complete the form.

If this is not possible, please pass the documents to your solicitor as soon as you can. Your solicitor will need the originals where you have them.

The documents asked for may include:

- service charge bill (up to the last three years)
- New Build Warranty (for example, NHBC)
- planning consents or similar for the property or any extension or conversion
- solar panels: electricity feed-in tariffs (FIT) or smart export guarantees (SEG)
- listed building or conservation area notices
- tree preservation order
- Japanese knotweed management plan
- notices received or given under the Party Wall etc. Act 1996
- guarantees or warranties, for example, for damp or timber treatment or for the installation of glazed units or other works at the property
- electrical work certificates and guarantees
- central heating guarantees and warranties
- agreements with neighbours about drains, pipes or wires or any other property matters
- completion certificate for gas installation (Gas Safe certificate)
- plan showing the location of the septic tank or small sewage treatment plant and how access is obtained
- Green Deal financed energy performance installations
- radon test report

Full names of the seller(s)

Individual seller(s) are required to complete questions (a) and (b). If the seller is a company, question (c) must be completed.

- a. Please state the full names of everyone who is named as owner on the HM Land Registry title or on the deeds. If you are completing the form on behalf of the seller, for example, under a power of attorney, grant of probate or representation, then they should provide their names here.
- b. Please state the capacity in which you are providing the information, either as the seller or the seller's representative, for example, under a will or power of attorney or as a trustee.
- c. If the seller is a company, then the name of the company, its company registration number, the name of a director or authorised person, and the country in which it is incorporated must be provided.

Provide the date when you became the owner of the property or obtained the authority to sell the property.

Property being sold

Provide the full address of the property being sold, including the postcode.

Provide the Unique Property Reference Number (UPRN) for the property.

Seller's solicitor

Provide the contact details for the firm of solicitors who will be acting for you in the sale of the property.

TA6 Part 1

Part 1 asks you to provide the material information that must be disclosed to buyers when a property is listed by estate agents.

The National Trading Standards Estate and Letting Agency Team (National Trading Standards) has issued guidance for estate agents: [Material Information in Property Listings \(Sales\)](#) to ensure that property listings comply with the Consumer Protection from Unfair Trading Regulations 2008.

Section 1: council tax

State the council tax band for the property. The council tax band can be obtained from the latest bill, or you can [check it on the GOV.UK website](#).

Section 2: asking price

State the asking price of the property.

You will be asked to complete a Fittings and Contents Form (TA10), on which you can indicate which fittings and contents are included in the price and if you want an additional sum for items you might leave if the buyer wishes to purchase them.

Section 3: tenure, ownership and charges

National Trading Standard's guidance includes a non-traditional tenure category (park homes and riverboats).

This type of tenure is outside the scope of the Law Society Conveyancing Protocol and is therefore not included in the TA6 form.

Question 3.1

If you have official copies of your registered title, the property register will state whether a property is freehold, leasehold, or commonhold. Indicate if you have a shared ownership lease for your property.

A definition of each type of tenure is given at the beginning of the TA6. [Find out more about freehold, leasehold, and commonhold ownership](#).

Question 3.2 Shared ownership

State the percentage share of the property that you own.

Question 3.3

State how much rent you pay each year for the share of the property that is not owned by you.

Question 3.4 Leasehold/shared ownership

State the end date for your lease. You should be able to find this out by checking the details of the lease in the official copies. If you do not have a copy, ask your solicitor for help.

Question 3.5

If you have applied to extend the lease, buy the freehold of the property, or vary the terms of the lease, provide details of the date the application was made and whether it was accepted by the landlord.

Question 3.6 Ground rent

Advise how much ground rent your lease requires to be paid each year to your landlord. [Find out more about ground rent/](#)

Question 3.7

If your lease includes provisions for an increase in the rent, please provide details (which should be in your lease) about when the rent will increase, how frequently the rent will increase, the amount you will pay after the increase (if known), and how the increase is calculated.

Question 3.8 Service charges

If your lease includes a service charge, it will set out the way the service charge is organised and what can be charged.

Service charges are usually for the maintenance and upkeep of the property, including common areas and gardens. [Find out more about service charges.](#)

Question 3.9

Specify the period that the annual service charge covers. This is often referred to as the 'service charge year' in the lease.

Question 3.10

Note the total amount of your last annual service charge covering the period specified in question 3.9.

Question 3.11

If you have been given an estimate of the amount of the service charge for the current year, please provide a copy of the bill and any documents that give a summary of how the amount has been arrived at.

Question 3.12

Services charges may be payable monthly, quarterly, six-monthly or annually. Indicate how frequently your lease requires service charge payments to be made.

Question 3.13 Commonhold

The commonhold community statement is a document that makes provision in relation to specified land for the rights and duties of the commonhold association and the rights and duties of the unit-holders. Provide a copy of the statement.

Question 3.14

Indicate how many units there are in the commonhold. The commonhold community statement should include this information.

Question 3.15

You should state how much the owner of your unit is required to pay each year under the commonhold assessment.

Question 3.16

Indicate if your commonhold community statement includes a reserve fund and how much your unit is required to pay each year into that fund.

Question 3.17 Other charges

This question aims to find out if there are any charges, such as payments with your neighbours for shared facilities or to a management company, affecting the property.

Provide details of all such charges, including the cost and frequency of payments required.

Question 3.18

Indicate how much you are required to pay annually.

Question 3.19 Access roads and footpaths

A common additional charge that may affect a property is for the upkeep of roads or footpaths. Indicate if this applies to the property.

Question 3.20

If you have answered 'yes' to 3.19, indicate how much you are required to pay annually.

Section 4: physical characteristics of the property

Question 4.1

Specify what type of property you are selling. Choose 'bungalow' for a dormer bungalow or bungalow with an upper room.

Question 4.2

If your property is link-detached, that is linked to another property only by a garage or other structure but not a structural wall of the house, choose 'detached'.

Question 4.3

National Trading Standards guidance says the material type/materials used in construction are potentially material information, although you may be unsure of the answer.

You might have a survey from when you purchased your property, which might help.

Indicate if you think there is anything unusual about the construction of the property, for example, if the property has a thatched roof or if any non-standard materials have been used in its construction. If you are not sure, say 'not known'.

Question 4.4

Indicate the rooms in these categories: playrooms and studies are not included unless you have repurposed a main reception room.

Section 5: utilities and services

Question 5.1

Indicate which services are connected to the property so that they can be included in the property listing.

Question 5.2

Buyers can make their own enquiries about their choice of suppliers and check the broadband availability and mobile signal coverage information.

National Trading Standards guidance says that any known issues with the mobile phone signal or areas

of restricted coverage relating to the property are likely to be material information.

Section 6: parking

The buyer will want information about the parking arrangements at the property. You are not being asked about local authority byelaws and regulations which the buyer will check with the local authority.

Question 6.1

In some cases, the property information prepared by the estate agents may say that there are parking facilities, such as a garage, carport, or driveway.

However, in other cases, the parking arrangements will not be specified and may not be obvious from an inspection of the property.

Describe what the parking arrangements are, for example:

- garage
- carport
- driveway/shared driveway
- allocated car parking space
- on-street parking

Question 6.2

Indicate if you need a licence or permit to park vehicles on the public highway at or near the property.

A controlled parking zone (CPZ) is an area where there are restrictions on parking during certain times. These restrictions only apply to public roads. The hours when the parking restrictions are in operation will be shown on 'Controlled Zone' signs at the entrance to the CPZ.

A local authority parking scheme (such as a residents' parking scheme) is a scheme put in place by a council. Local authority parking schemes may require you to buy a permit in order to park in a designated zone.

Question 6.3

If the property requires a permit to park a vehicle on the public highway at or near the property, indicate the annual cost.

Question 6.4

Indicate if you have an electric vehicle (EV) charging point on the property and, if you do, its make and location. This question is not asking about any EV charging points on the highway at or near the property.

Section 7: building safety

Question 7.1

National Trading Standards guidance says that any known building safety issues are material information. This is a broad area and is not limited to fire safety in tall buildings.

Question 7.2

National Trading Standards guidance expects property listings to declare any planned or required works needed to rectify any identified defect or hazard.

They also expect the listings to indicate the potential cost to the buyer of the works and whether it will affect the buyer's ability to live at the property while works are undertaken.

Section 8: restrictions

Question 8.1 Conservation area

Conservation areas are areas of special historical or architectural interest.

Areas may be designated for conservation by local planning authorities. There are over 10,000 conservation areas in England and over 500 in Wales.

Indicate if you are aware that your property is, or is not, in a conservation area.

Question 8.2 Listed buildings

Listed buildings are buildings of special architectural or historical interest. Properties can be listed as Grade I, Grade II*, or Grade II.

In some cases, only part of a property is listed, or a feature at a property may be listed, for example, a wall.

If a property is listed, listed building consent will be required in order to make any changes to the property, whether or not any other consents are needed, such as planning consent.

There are no time limits for enforcement action where there has been a breach of listed building control. Enforcement action can be taken against the owner of the property, irrespective of whether that person was the owner when the breach was committed.

You can find out if a property in England is listed by searching the [National Heritage List for England](#).

[Find out more about listed buildings in Wales.](#)

Question 8.3

If the property (or any part of it) is a listed building, please specify the grade of the listing and provide any documents you have.

Question 8.4 Restrictive covenants

Restrictive covenants affect the use of a property and operate separately from planning consents.

These restrictions might include limiting a property to residential use or not erecting additional structures on the property apart from a garage or greenhouse.

You will need a copy of the registered title of your property or the deeds to the property (if unregistered) to be able to answer this question.

If you don't have them, then your solicitor will be able to help you.

Question 8.5 Tree preservation orders

Tree preservation orders (TPOs) protect trees that are desirable or useful in a local area. They are written orders made by a local planning authority.

It is an offence to cut down, top, lop, uproot, wilfully damage, or wilfully destroy a protected tree without

the planning authority's permission.

Provide copies of any tree preservation orders you have and local authority consent for works, if relevant.

Section 9: rights and informal arrangements

Many different rights and arrangements may affect or benefit your property. These may relate to access, shared use of facilities, rights to mines and minerals, manorial rights, chancel repair and similar matters.

If you are uncertain about whether a right or arrangement is covered by this question, please ask your solicitor.

Such rights and arrangements may have been created formally (by using a deed) or informally (by verbal agreement between property owners).

There may also be public rights affecting the property; for example, part of the property may be used by members of the public for access.

Question 9.1

Provide details of any rights or arrangements that the property enjoys over, or benefits together with, a neighbouring property. This may include rights of access, such as a road or footpath, or use of a shared driveway or drains.

Question 9.2

Provide details of the obligation to contribute towards the cost of any jointly used services referred to in question 9.1, including, for example, the amount you are expected to pay, the frequency of payments, and who receives the payment.

Also include when you last paid a contribution.

Question 9.3

If you do not include this information when asked about disputes (see section 16), provide details of any steps taken by neighbours or others, such as a management company, to prevent access to the property or to complain about or demand payment for access to the property.

Include details of what action was taken, the reasons for access being denied, and any steps you have taken to resolve the situation.

Questions 9.4 and 9.5

Some rights can affect land even though they may not be referred to in either the deeds to an unregistered property or a property registered at HM Land Registry.


Question 9.4

Do you know if any of the following rights benefit the property:

(a) rights of light?

Rights of light give homeowners the right to natural light through defined apertures (for example, through windows) on buildings on their land.

(b) rights of support from adjoining properties?



Rights of support are where one building, or part of a building, gives support to a neighbouring building, or another part of the same building.

(c) customary rights?

Customary rights are rights that are enjoyed by the inhabitants of a local community as a result of tradition or custom.

Question 9.5

Do you know if any of the following arrangements affect the property:

(a) Other people's rights to mines and minerals under the land?

This is a legal right retained by a former landowner to extract any mines or minerals beneath the ground.

(b) chancel repair liability?

Chancel repair liability is an obligation to repair, or contribute to the cost of repairing, the chancel of a parish church. A property does not have to be near to, or within sight of, a church for its owner to be liable to contribute to the repair of the chancel.

(c) other people's rights to take things from the land, such as timber, hay or fish?

Question 9.6

Provide details of any other rights or arrangements affecting the property, including any rights of way, of which you are aware.

Questions 9.7 to 9.9

It is important that arrangements for drains, pipes, or wires that cross a neighbouring property are in place.

Provide any details you have, which may include details of arrangements or permissions relating to having access to the neighbouring property for the purposes of maintenance.

Section 10: flood risk

Flooding may take a variety of forms. It may be seasonal, irregular or simply a one-off occurrence.

Find out more about flooding. [Check for flooding.](#)

Note for solicitors: [read our flood risk practice note.](#)

The most common types of flooding are:

- surface water flooding, which occurs when heavy rainfall overwhelms the drainage capacity of an area.
- groundwater flooding, which occurs when the water level in the ground rises above the surface level. This depends upon the type of rocks in the locality but is most likely to occur in low lying areas.
- river flooding, which occurs when a river cannot cope with the water draining into it from the surrounding land. This might also happen with man-made watercourses, such as canals.
- coastal flooding, which is caused when high tides or severe weather lead to sea defences being breached, flooding the surrounding land.

- sewer flooding, which is caused when sewers overflow due to the amount of water travelling into them.

The flooding history of a property in England can be requested by [sending the property's address to the Environment Agency](#).

Question 10.1

National Trading Standards guidance says that any known risk of flooding (and flooding history) at the property is material information.

For properties in England, you can check [GOV.UK](#). For properties in Wales, check [Natural Resources Wales](#).

Question 10.2(a) and (b)

If the property has been affected by flooding, state which parts of the property were affected and when the flooding occurred.

Question 10.2(c)

Where flooding has occurred, state which type of flooding affected the property. 'Other' types of flooding could include, for example, flooding caused by bathrooms or washing machines.

Question 10.3

If any defences have been installed to prevent the property from flooding, these should be declared.

Question 10.4

Properties near the coast may be at risk from erosion, which needs to be declared on property listings.

[Check GOV.UK for information about how coastal erosion is being managed in an area.](#)

Section 11: outstanding building work or approvals

Question 11.1

If any building works do not have the required permissions or consents, this might lead to enforcement action by the local authority in the future.

Give details of any work that is either unfinished or has been completed and which you think does not comply with planning permission or building regulations consent conditions.

Where possible, explain why the work does not comply.

Question 11.2

If works are in progress and not yet complete, or have only recently been completed, you may still be waiting for the required documentation, or there may be conditions that still have yet to be met. Note the position here, if that is the case.

Section 12: notices and proposals

The buyer will want information about notices of any sort that affect the property, including planning or road proposals.

Question 12.1

Provide copies of any letters or communications from neighbours, the local authority, government departments, etc. that might affect the property.

Question 12.2

Give details of any plans or proposals of which you are aware to develop the use of nearby land or buildings.

Question 12.3

Give details of any proposals of which you are aware to make alterations to or change the use of buildings nearby.

Section 13: accessibility

National Trading Standards guidance says that a property listing should include, if relevant, an accurate description or statement of any known property adaptations or features that provide easier access to and within the property.

Section 14: coalfield or mining area

National Trading Standards view is that any known issue relating to coal or other mining activity that could have an adverse impact on the buyer is material information.

You can [find out if a property may be affected by coal mining on GOV.UK](#).

Some limited information on non-coal-related mining activity is available at the [British Geological Survey](#).

TA6 Part 2

Section 15: boundaries

The location and ownership of boundaries can cause arguments between neighbours.

This section aims to identify the broad extent of the property and set out who is responsible for the maintenance of the boundaries.

However, the issues arising from boundaries can be complex, and if necessary, you should speak to your solicitor initially.

Question 15.1

So far as you are able, you need to advise the buyer who is responsible for maintaining boundaries or boundary features.

A boundary feature is a physical feature that separates property from a neighbouring property and may be natural, such as hedges, or man-made, such as ditches, fences or walls.

Responsibility for maintaining boundaries or boundary features is often not apparent upon viewing a property or clear from the title. This is why what you have done as the owner to look after the boundaries is important.

Maintenance responsibilities can be changed by steps taken by you or the owners of neighbouring property, for example, by one neighbour meeting the cost of replacing a natural boundary with a man-made one.

Question 15.2

Provide either a written description of who you understand owns any irregular boundaries or a plan. Where a plan is provided, clearly mark the boundaries of the property on the plan.

If the title to your property is registered at HM Land Registry, the property boundaries are marked on the title plan, but these are only an indication of the boundary.

The land is registered with what is known as 'general boundaries'. This means that the registered title is not conclusive, and the boundaries on the title plan may not exactly match the physical boundary features at the property. For more information, [see GOV.UK](https://www.gov.uk).

If you think that the boundaries shown on your registered title or in your title deeds do not match how you see them on the ground, let your solicitor know as soon as possible.

Question 15.3

Indicate if you think any property boundary has been moved either during your ownership or, if you are aware, by a previous owner. Note when this took place if you can.

Question 15.4

Provide details of any adjacent land or property you have purchased, including the date(s) of the purchase(s).

Question 15.5

Examples of property features that could be given in reply to this question include:

- balconies
- overhanging eaves or downpipes
- flying freeholds: this is when part of your property is on the first floor or above only
- projecting signs
- vaults beneath ground level.

Question 15.6

The Party Wall etc. Act 1996 provides a specific procedure to be followed if work is required to a boundary which is a party structure: that is, where ownership is shared between neighbours, and usually the wall is providing support to one or both properties.

It prevents an owner from carrying out work to such a boundary or excavation work near to the boundary without giving notice to the neighbouring owner.

If one owner does not comply with the legislation, any work done may have to be dismantled and the land restored to its former condition.

Notice must be given for any of the following works:

- the construction of a new wall over or up to the boundary

- any work affecting an existing party structure
- excavations within certain distances of neighbouring buildings.

Supply a copy of any notice you have received under the Party Wall etc. Act 1996.

Section 16: disputes and complaints

Question 16.1

Provide information about any existing disputes or disputes that have arisen in the past. Include the cause of the dispute (for example, complaints relating to noise), and any action taken to resolve matters, or the steps taken to end a previous dispute.

Question 16.2

Provide information about anything that could lead to a dispute in the future. This might be something you are unhappy about but have not yet taken steps to resolve, or that your neighbour may have mentioned to you about your use of your property.

Question 16.3

If neighbours, their visitors, or members of the public have any right to enter part of the property, provide details; for example, if a public footpath cuts across the property or neighbours have a right of access over a driveway.

Section 17: alterations, planning and building work

This section is designed to establish, where any alterations or changes have been made to the property, that any works carried out have the proper consents and approvals.

Question 17.1

Indicate what changes you have made or you are aware have been or are being made to the property (if any). Tick each one that applies.

Question 17.2

For each item you have ticked 'yes', give details of the work and when it was carried out.

Question 17.2(a)

If any work undertaken at the property is not yet complete, provide details of what is left to be done.

Question 17.2(b)–(d)

Many works at a residential property can be undertaken without planning permission, but frequently, building regulation consent and other consents or certificates may be required, for example, from suitably qualified installers.

Provide copies of planning permissions (where needed), building regulations approvals, and completion certificates.

Completion certificates demonstrate that work was carried out in accordance with building regulations requirements.

If the work is self-certified by a member of a competent person scheme, their certification should be supplied. Some examples of competent person schemes include FENSA, Stroma, and APHC. [Find out more about competent person schemes.](#)

If you do not have copies of planning permissions, building regulations approvals and completion

certificates, explain why. If this is because the consents were not required, explain why.

Question 17.4 Solar panels

This section includes any solar photovoltaic (PV) system, for example, solar roof tiles.

State whether solar panels have been installed at the property and whether they are owned outright by you or if they are the subject of a lease.

Whether the panels are owned or leased, or if a lease of the airspace has been granted, may have an impact on mortgage lending, which is why the buyer needs to know this.

For further information, see solar panels and the Lenders' Handbook.

There are two main ways in which any electricity that you do not use at your property is used. This is why the date of installation of your panels is important:

On 1 April 2010, the Feed-in Tariffs (FITs) Scheme was introduced to encourage small scale electricity generation.

If you paid for your solar panels, then you may be receiving this FIT payment yourself. At the same time, solar photovoltaic panel providers used this opportunity to offer free installation of solar panels onto the roofs of residential housing.

The providers receive the FIT payment, and you receive free electricity generated by the panels. This requires you to enter into a lease of airspace above the roof to the provider who retains ownership of the solar panels.

FITs closed to new applicants on 1 April 2019.

The Smart Export Guarantee (SEG) was launched on 1 January 2020 and is another government-backed initiative similar to FITs.

The SEG requires some electricity suppliers (SEG Licensees) to pay small-scale generators (SEG Generators) for low-carbon electricity, which they export back to the National Grid, provided certain criteria are met. In broad terms, the payments are less than under FITs.

For further information about SEG, see the Ofgem website.

UK Finance and BSA have produced joint guidance for providers on what lenders will typically seek before consenting to the lease of roof space (PDF 111 KB).

The guidance includes a template letter that can be used by the panel providers (PDF 258 KB) to confirm to lenders that their lease complies with the minimum requirements set out in the guidance.

Note that this is guidance, and as such, it is issued to inform the market of typical lender requirements.

Given the complexity and variation of solar PV schemes and leases, it cannot cover all issues but sets out areas where lenders may have minimum requirements. As with all guidance, it will be reviewed regularly.

You cannot assume that just because your lender accepted the lease, another lender will do the same.

Question 17.4(d)

Advise if you have a maintenance agreement in place for the solar panels and provide a copy.

Question 17.4(e)

Advise if you have a battery for storing unused solar power and, if so, provide the details requested.

Question 17.4(i)

Provide details of the process for assigning the benefit of the FIT or SEG agreement to the purchaser on completion of the purchase.

Question 17.4(j)

This question asks you to confirm that the installation of your solar panels meets the requirement that installation is not above the highest part of the roof (excluding the chimney) and project no more than 200mm from the roof slope or wall surface.

Section 18: consent

There are various questions asking you about consents. This question asks for any consents that do not fit in any other category.

For example, the property's title deeds may contain a requirement to seek your landlord's consent to alterations.

If you are not certain that all consents have been provided or whether permission for something is required, ask your solicitor.

Section 19: guarantees and warranties

This section seeks information about any guarantees or warranties that relate to the property.

Question 19.1

Provide a copy of all available guarantees, warranties, and supporting paperwork when replying to these questions.

Some guarantees and warranties only protect the person who had the work carried out, so the benefits cannot be transferred to the buyer.

Others may only be transferable if a fee is paid for the assignment and the company giving the warranty or guarantee receives notice of the change in ownership of the property.

The buyer should carefully check the terms and conditions of guarantees and warranties and may ask you to assist in assigning benefits where permitted.

If the company that gave you the warranty or guarantee is no longer trading, the guarantee will almost certainly be worthless.

Question 19.2

Provide the details indicated of any claims made under a guarantee or warranty that relate to the property.

Section 20: insurance

The buyer will arrange for their own insurance of the property, except if the property is leasehold and the landlord insures the property. You should continue your insurance until completion.

Question 20.1

State whether or not you insure the property. If you do not, say who insures the property.

Question 20.2

When the buyer is investigating the terms on which they could get insurance for the property, if they decide to buy it, insurance companies may ask whether the existing insurance has been subject to high excesses, or premiums, or unusual conditions.

Question 20.3

If your property insurance has ever been subject to special conditions, provide details of those conditions.

Question 20.4

Provide details of any insurance claim that you have made during your ownership.

Section 21: occupiers

Question 21.1 and 21.2

Provide details of anyone over the age of 17 who currently lives at the property. Indicate where those individuals are not members of your family but tenants or lodgers, at 21.2(b).

Question 21.3

Confirm whether you intend to sell the property with vacant possession when you complete the sale. Vacant possession means that all occupiers of the property will have left on or before completion.

Question 21.4

All adults living at the property must sign the sale contract to confirm that they will leave the property before completion. Those signing the contract may include your adult or near-adult children, for example.

If they do not sign, this may mean that you are unable to give the buyer vacant possession. This would not be acceptable to the buyer, which is why it is important to have the agreement of everyone in occupation of the property.

Someone who lodges with you (who may or may not be a member of your family), and with whom you may have an agreement, and tenants under a tenancy agreement, will not have to leave unless you take the steps necessary to end that arrangement in accordance with that agreement or tenancy. Speak to your solicitor if you need advice about this.

Question 21.5

Where the property is not being sold with vacant possession and the occupiers have a right to continue living at the property after completion, provide a copy of their tenancy agreement(s).

Section 22: connection to services

Section 22 is concerned with the services supplied to the property.

Question 22.1

Specify the name of the provider of each utility and service and, where applicable, state the location of the meter.

For electricity, provide the MPAN (Meter Point Administration Number), which can be found on a copy of your fuel bill.

For mains gas, provide the MPRN (Meter Point Reference Number), which can also be found on your fuel bill or at [Find My Supplier](#).

If a small sewage treatment plant or ground or air heat pumps are installed at the property, also provide the make and model of the equipment, together with the name of the organisation servicing the equipment.

Question 22.2 Electricity

Advise whether the whole or part of the electrical installation has been tested by an electrician who is qualified and registered with an approved body such as the:

- Electrical Contractors' Association (ECA)
- National Association for Professional Inspectors and Testers (NAPIT)
- Ascertiva (formerly NICEIC)

and the date this test was carried out. Supply a copy of the test certificate.

Question 22.3

From 1 January 2005, all electrical work must be carried out in accordance with building regulations and comply with the safety standards set out in the wiring regulations (BS7671).

If electrical work has been carried out since this date, provide the Building Control Completion Certificate, the installer's Building Regulations Compliance Certificate, or the BS7671 Electrical Safety Certificate.

Since April 2013, the range of electrical installation work that is notifiable (requires certification of compliance with the building regulations) has been reduced, removing some work carried out in kitchens and outdoors.

[See the government guidance on Electrical safety: Approved Document P](#)

Question 22.4 Heating

There are various ways that a property may be heated; tick all that apply to your property.

If you have more than one method of heating the property, check that your answers apply to all systems.

Completion certificates are necessary to show that the installation of the heating system was carried out in accordance with building regulations. Before 1 April 2005 it was not a requirement for completion certificates to be issued for gas-fired boilers or solid fuel appliances.

You are only expected to supply certificates for systems currently installed at the property.

The Building Regulations say that any replacement or new gas-fired boiler installed after 1 April 2005 must be a condensing type boiler.

However, a standard efficiency boiler may be installed in exceptional circumstances. If this is the case, a copy of the 'exceptional circumstances form' will usually be provided when the system is installed.

The seller should provide a copy of the completion certificate for the heating system, or a copy of the exceptional circumstances form, to the buyer before completion.

Question 22.5 Drainage and sewerage

Most properties are connected to the mains for the discharge of both:

- foul water – used water from toilets, sinks, baths, showers, washing machines, dishwashers, and
- surface water – rainwater from hard surfaces. Gutters and rainwater pipes will carry the rainwater to the underground drainage pipes.

If your property is one of those not connected to the mains or has a dual mains and other sewerage system, answer the remaining questions.

Question 22.6

(a) septic tank

You are an ‘operator’ of a septic tank if you:

- own property that uses a septic tank that discharges into a surface water source
- share your tank with another property (for example, a neighbour)
- are responsible for your tank under a written agreement (for example, a tenancy).

You must follow the ‘general binding’ rules if your septic tank or small sewage discharge treatment plant releases (discharges) liquid to surface water.

You must use a small sewage treatment plant to treat the sewage if you’re discharging it to a watercourse, such as a river or stream. A sewage treatment plant (also known as a package treatment plant) treats sewage to a higher standard than a septic tank.

Discharges from septic tanks directly to watercourses are not allowed under the general binding rules. If your septic tank discharges directly to a watercourse, you need to do one of the following as soon as possible:

- connect to a mains sewer
- install a drainage field (also known as an infiltration system) so the septic tank can discharge to ground instead
- replace your septic tank with a small sewage treatment plant.

The Environment Agency’s guidance states that you must have plans in place to carry out this work within a reasonable timescale, typically 12 months.

The Environment Agency expects this work, if not already undertaken, to be arranged on the sale of a property and agreed between the seller and buyer.

If you are selling a property with a septic tank that discharges directly to a watercourse, you will need to agree whether you or the buyer will be responsible for the replacement or upgrade of the existing treatment system, which will be included in the sale contract.

[See the Environment Agency’s guidance on the general binding rules: small sewage discharge to a surface water.](#)

Under the Environmental Permitting (England and Wales) Regulations 2016, small domestic sewage discharges could qualify for an environmental permit or exemption to discharge liquid both to the ground or into surface waters (such as a ditch, stream, canal, or river).

The Environment Agency controls whether you need a permit.

You should contact the Environment Agency for guidance on a non-standard system.

The changes to septic tank/sewage treatment plant regulations came into effect in England on 1 January 2020. Failure to comply with the general binding rules can result in sanctions by the Environment Agency.

In Wales, no septic tanks are permitted to discharge to surface water. If your property is in Wales, you must have registered your septic tank or sewage treatment plant with Natural Resources Wales before 2020.

Not registering a septic tank would be an offence under regulation 38(1)(a) of the Environmental Permitting Regulations 2016, and the sanctions available would be a warning letter, formal caution, or prosecution.

You will also require consent of discharge for any discharge to ground through a watercourse or drain field. See the Natural Resources Wales guidance

(b) a sewage treatment plant

Types of sewage treatment plant include infiltration systems, soakaways, package sewage treatment works.

(c) cesspool

A cesspool is a sealed tank used to collect sewage with no discharge to the environment. It has no outlet and requires regular emptying.

Question 22.8

The date the septic tank was replaced or upgraded is important to establish if your discharge is classified as an existing or new discharge and that no other changes have been made.

Question 22.13

Indicate whether you share the private drainage system with your neighbours, and if so, how many.

Question 22.14

Indicate if any part of the private drainage system that you use is not on your property. Provide a plan and details of how you gain access.

Section 23: environmental matters

Question 23.1 Energy efficiency

An energy performance certificate (EPC) rates the property's energy efficiency level from A (most efficient) to G (least efficient). An EPC is valid for 10 years.

An EPC rating must be available at the time the property is marketed, and a seller must supply a copy of an EPC for the property.

The EPC you received when you purchased the property may still be valid. If so, it will be registered and may be retrieved free of charge from the GOV.UK website.

If the property does not have a valid EPC, you need to obtain one from an accredited assessor, or alternatively, if you ask your estate agent, they will do this for you.

[Find details of accredited domestic energy assessors](#)

Question 23.2

The Green Deal was a government initiative designed to help homeowners increase the energy efficiency of their homes. It allowed homeowners to pay for energy-saving improvements, such as loft insulation and cavity wall insulation, over a period of time through their electricity bill.

The aim of the scheme is that repayments should cost no more than the savings expected from the resultant reduced energy use.

A buyer will wish to know if they will need to make Green Deal repayments through their electricity bill when purchasing a property.

Provide details of all improvements financed through the Green Deal scheme and a copy of all relevant Green Deal documentation.

Question 23.3 Japanese knotweed

Japanese knotweed is an imported plant which can cause damage to buildings if left to grow and spread unmanaged.

Indicate whether or not Japanese knotweed is growing at the property or in an area adjacent to or abutting the boundary.

You might be aware of the situation from a report when you purchased the property or the existence of a Japanese knotweed management plan supplied to you when you purchased the property.

If you are not sure, indicate this as 'Not known'.

If you choose 'No' as an answer, you must be certain that, even if you cannot see any growth above ground, no rhizome (root) is present in the ground of the property or within three metres of the property boundary.

A Japanese knotweed management plan can help to control the spread of Japanese knotweed and manage its regrowth. If you have one, provide a copy.

If you are aware that any action was taken to remove Japanese knotweed from the property, attach this information or add it to the additional information box at section 25.

Question 23.4 Radon

Radon is a naturally occurring inert gas. It is a radioactive product of natural uranium, which is present in all rocks and soils and enters property from the ground.

You can [find out if a property is in a radon affected area by completing an online search](#). The search will tell you the chance of that property having a high radon level.

[Find out more about radon and house sales](#)

You will have been advised if your property lies in a radon affected area when you purchased it.

At that time, or since owning the property, you may have undertaken a radon test at the property.

If a test has been carried out, supply a copy of any radon report and specify whether or not the test result was below the recommended action level of 200 Becquerels per cubic metre of indoor air.

Question 23.5

Where high levels of radon are present, property owners can install simple remedial measures to reduce radon levels. Indicate if you have undertaken any of these measures.

Section 24: transaction information

This section deals with information that affects the sale of the property but is not related to the property itself.

Question 24.1

Indicate whether you wish to buy another property at the same time as the sale of your property. This will enable you and the buyer to understand whether or not there is a linked chain of sales and purchases.

You can ask the estate agent if your buyer is a first-time buyer so that the chain ends with them.

Question 24.2

Indicate if you have any special requirements about a moving date so that this can be negotiated with the buyer if necessary. This might relate to your work if you are moving for that reason, a holiday, or the end or beginning of a school term.

Question 24.3

It is important for your solicitor to know that the amount being paid for the property is enough to pay off outstanding mortgages.

If there isn't enough, it doesn't mean the sale cannot proceed, but it may mean that some extra steps need to be taken.

Question 24.4

Leave the property in a clean and tidy condition. If there are any items that you agree with the buyer you will leave that a buyer might expect you to move, indicate in reply to section 25.

Section 25: additional information

Take the opportunity to provide further information about any of your answers given on the form.

You (the seller) should tick the box to confirm you have considered the answers given carefully, and sign and date the form.

* <https://www.lawsociety.org.uk/topics/property/transaction-forms/ta6-form-explanatory-notes>



Our details

Client services:
0333 3051 012

General enquiries:
0333 3055 189

New business:
0333 3055 249

General enquiries email:
info@leadingpropertylawyers.co.uk

Client services email:
clientservices@leadingpropertylawyers.co.uk

Our address:
LPL (a division of Read Roper & Read Solicitors Limited)
5th Floor Delphian House
Riverside
New Bailey Street
Manchester M3 5FS



www.leadingpropertylawyers.co.uk