

QUESTIONNAIRE (PURCHASE)



Purchase of

So that we can obtain as much information of possible at this stage please complete this form as fully as possible and return to our offices.

Ref:

Please place your answers here

<p>1. Full Names of person(s) (including forenames) who are buying the property.</p>	
<p>2. Your Full Address for correspondence (including postcode)</p>	
<p>3. Telephone Numbers Please provide as many alternative numbers as possible in case we cannot reach you on your main number. If the property is in joint names please confirm whom can be contacted at each number.</p> <p>If you wish to correspond with us by e-mail please read the “Internet Protocol” information on the final page. Please note that by entering your email address and signing this Form you are confirming that you have read and understood the Internet Protocol.</p>	<p>Home:</p> <p>Work:</p> <p>Mobile:</p> <p>E-mail address:</p> <p>Work:</p> <p>Mobile:</p> <p>E-mail address:</p>
<p>4. Notice. Is the property where you are presently living rented accommodation? If so, please advise us of the amount of notice you are required to give the Landlord.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>5. Holidays. Have you any holidays booked which would prevent you from moving? If so, please advise us of the dates.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>6. Details of the property being purchased</p> <p>a) Address of the property including postcode</p> <p>b) Type of property being purchased (eg terrace with garage)</p>	

<p>c) Has the property been altered/extended in any way?</p> <p>d) What is the purchase price of the property ?</p> <p>e) Have you agreed to purchase any additional items?</p> <p>If so, what items and for how much?</p> <p>f) Is the property you are purchasing occupied?</p> <p>g) Is the property used for Residential or Business purposes? If business please indicate the nature of the business.</p> <p>h) Do you intend to extend or develop the property?</p> <p>i) Are you buying the property subject to an existing Tenancy? If yes please let us have details of the existing tenant (if known).</p> <p>j) Are you buying the property to rent out? If yes, do you want us to draw up a tenancy agreement?</p>	<p>£</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>£</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (if yes, please give details)</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>7.. Other Occupiers</p> <p>Please confirm the full names, dates of birth and current addresses of any person(s) over the age of 17 years who will be occupying the property with you (including anybody living there for part of the year such as relatives who are students).</p>	
<p>8. The Estate Agent</p>	<p>Name:</p> <p>Address:</p> <p>Tel No:</p>
<p>9. Seller's Details (if you do not know these details then leave blank)</p> <p>a) Name</p> <p>b) Address</p> <p>c) Are they buying a property?</p> <p>d) Seller's solicitors (if known)</p> <p>e) Have you paid a deposit or reservation fee?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Name:</p> <p>Telephone:</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (if yes please give details)</p>

<p>f) When you agreed to purchase the property were any conditions imposed eg that Contracts should be exchanged by a certain date?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> (if yes, please give details)</p>
<p>10. On the day of Completion will you collect the keys at the estate agents or will you make arrangements to collect them direct from the Seller?</p> <p>If there is an estate agent involved the usual practice would be for you to collect the keys once the Sellers Solicitors receive the monies through the banking system. This will usually be late morning or early afternoon depending on the availability of funds. Please do not expect to be able to collect the keys early on the morning of completion.</p> <p>Please indicate any provisional completion date that you have in mind</p>	<p>Agents <input type="checkbox"/> Direct <input type="checkbox"/></p>
<p>11. Buildings Insurance</p> <p>Are you insuring the property through your lender?</p> <p>If not, please remember to send a copy of the policy schedule to us in good time for completion. This should be on risk from exchange of contracts.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>12. New address Are you intending to move into the property you are purchasing as your main home on completion?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>13. Search fees. Please confirm you have enclosed a cheque for search fees made payable to Russell & Russell with this form.</p> <p>Please confirm that you would like us to submit the request for the searches now. If not, please indicate when you would like the searches to be submitted.</p> <p>We also have a facility for you to pay search fees using your Credit/Debit Card, subject to payment of commission in this respect. Please telephone our offices if you wish to use this facility.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

<p>14. Mortgage Arrangements</p> <p>a) Please confirm the details of the proposed lender (if any).</p> <p>b) Please provide details of your financial adviser and confirm we have your authority to discuss this matter with them.</p>	<p>Name: Address:</p> <p>Tel No: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>15. New Houses Only</p> <p>a) What is the stage of construction of the property? Please tick as appropriate.</p> <p>b) What extras, over and above the standard basic purchase price have you ordered and at what cost?</p> <p>c) If you have signed a reservation form, please let us have a copy of it.</p> <p>d) Are the builders making any allowances to you for certain fittings in the property which you have chosen to have installed? If so, what are they and what is the amount of the allowance?</p> <p>e) Are the boundaries of the plot defined onsite e.g. by pegs or fences or hedges?</p> <p>f) Are any incentives being offered to you to exchange contracts or complete by a certain date?</p>	<p>Foundations First Floor level Plastered out Completed</p> <p>Details: £</p> <p>Enclosed/To follow</p> <p>Details: £</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, please give details)</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, please give details)</p>
<p>16. Related Sale</p> <p>a) Do you have a property to sell which you need to sell in order to purchase this property?</p> <p>b) Please confirm if you would like us to act for you in your sale.</p> <p>c) Please advise of any other solicitors instructed.</p> <p>d) Do you intend the moving date on the purchase to be the same as that on your sale?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

17. Joint Ownership (2 or more buyers)

Where a property is purchased by 2 or more persons it is important that they discuss and agree on the basis on which they own the property with particular regard to the possible death of one of them or future sale of the property and division of the proceeds of sale.

Most will own as Joint Tenants. In the case of a joint tenancy the position is that upon one of the owners dying his or her interest in the property passes automatically to the survivor without forming part of the estate of the deceased. Accordingly a joint tenant is unable to leave a share in the property to a third party such as a child or other relative. Furthermore, if a joint tenancy is created then upon a property being sold there may well be a presumption that the net proceeds of sale should be divided equally to the owners.

The alternative is to own the property a Tenants in Common. The effect of this is that each party has a specified share and the net proceeds of sale can be identified in the event that the property is sold or left by a Will to a third party such as a child or other relative in the event of death. Often in the case of tenants in common the parties will also execute a Declaration of Trust which can detail the financial interest of the parties in detail.

We require a Joint Tenancy

Please indicate your choice

Yes No

We require a Tenancy in Common

Yes No

We would like a Declaration of Trust confirming our individual interest in the property

Yes No

18. Other Information Are there any other details we should be aware of ? If so please give details.

Yes No

19. Proof of Identity.

Solicitors are legally obliged to obtain evidence of identity from each client before the completion of your transaction.

We must see the **original** of either one document from "**List A**" or two separate documents from "**List B**" for all borrowers/clients.

List A

- Full Valid Passport
- Valid UK Photo-card Driving Licence
- A Valid HM Forces Identity card with signatory's photograph

List B

- A cheque guarantee card, credit card (bearing the Mastercard or Visa logo) American Express or Diners Club card, debit or multi-function card (bearing the Switch or Delta logo) issued in the UK with an original account statement less than 3 months old
- A firearm and shotgun certificate
- An original receipted utility bill less than three months old
- An original council tax bill less than three months old
- An original council rent book showing rent paid for the last three months
- An original mortgage statement for the mortgage accounting year just ended

You should indicate which documents you are providing as evidence of your identity. If you are unable to provide one document from List A or two documents from List B please contact our offices to discuss matters further.

Document(s) of Identity enclosed :-

List A

List A

List B

List B

GOVERNMENT MONEY LAUNDERING REGULATION AND PROCEEDS OF CRIME ACT 2002

The money laundering regulations and the implications of the Proceeds of Crime Act 2002 come into force on the 01.03.2004 as a result of which the following principles must now apply to all client instructions.

- We are unable to accept payments of cash into our offices.
- We may be required to make enquires as to the origin of any funds/payments we receive from a client in the course of acting for that client.
- We will not be able to accept any direct payment of monies from outside the UK.
- In all cases where funds are being or maybe provided to us we will be required to inspect an original document of identity or take copies of the same and to take from you separate address confirmation where necessary.
- Please note that due to changes in the Law, as your solicitors we have an obligation to report any reasonable suspicion to the appropriate authorities and in such circumstances we are then prohibited from notifying that such notice has been given, until clearance from the authorities have been given to proceed.
- Please note that if we are remitting monies to you at the end of a matter, funds can only be paid to the client. If our instructions are from two or more clients then either we can remit funds to you jointly or to each client separately (but in equal shares)

INTERNET PROTOCOL

Sending and receiving

Because of the unregulated nature of the Internet, there is no reliable method of guaranteeing receipt of e-mails to or from Russell & Russell.

There is no guarantee when e-mail will reach Russell & Russell and the intended recipient may be away from their desk when it arrives.

There is also no guarantee that the sender of e-mail is really who he/she claims to be.

Content and attachments

You should be aware that e-mails may often contain attachments, which can contain viruses. The following disclaimer and warning is automatically attached to all outgoing e-mails, please read it carefully.

Disclaimer

This email is from the above named company. A list of our partners is available upon request. Our central telephone number is 01204 375375. This email (including any attachments) is intended for the recipient(s) named above. It may contain confidential or privileged information and should not be read copied or otherwise used by any other person. If you are not the named recipient please contact the sender and delete the email from your system.

It is the responsibility of the recipient to ensure that the onward transmission opening or use of this message and any attachments will not adversely affect its systems or data. The above named company accepts no responsibility in this regard.

All e-mails could be copied, read and tampered with. By signing this protocol you accept that Russell & Russell may communicate with you by e-mail and that the risk of loss of confidentiality or third party tampering is yours.

E-mails can have the same force as a letter or a fax. Hard copies should be made of e-mails that you need to retain for your record keeping purposes.

Please be aware that by entering your email address in Box 3 on the first page and signing this Form you are confirming that Russell & Russell may communicate with you using e-mail on the basis that you are aware of and accept the risks outlined on this page.

AUTHORITY TO ACT

I/We would like Russell & Russell Solicitors to act on my/our behalf, no other solicitor having been instructed and I/we will advise you of any material change in any of the information I/we give you.

SignedSigned

Date

Please (both) sign your name(s) above, insert the date and then return this form to us as soon as possible by way of acceptance of the terms and conditions of our appointment as set out in and with our introductory letter to you.

Remember to enclose:-

1. Original Documents of Identity
2. Cheque for search fees made payable to Russell & Russell.

PLEASE NOTE THAT WE ARE UNABLE TO PROGRESS YOUR PURCHASE UNTIL WE RECEIVE THIS FORM BACK FROM YOU