



**People,
Professionals
and Property**

A joint approach to making the conveyancing process easier for consumers in Northern Ireland



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The Law Society of Northern Ireland, the Royal Institution of Chartered Surveyors (NI) and NAEA Propertymark have agreed the following in the interests of facilitating the smooth operation of the residential property market in Northern Ireland and the related necessary formal contractual and financial arrangements between Vendors and Purchasers and their Lenders:

SELLING AGENT

1. When a Selling Agent receives instructions from a Vendor, prior to marketing they are legally obligated to comply with their requirements under the Code of Practice for Residential Estate agents and will liaise with the Vendor's Solicitor to obtain this legally required information.
2. When a Selling Agent receives instructions from a Vendor, they should immediately inform the Vendor's Solicitor and provide a copy of the brochure, Questionnaire and EPC as soon as possible. This should not be left until the property is sale agreed. The Selling Agent should suggest that the Vendor should liaise with the Vendor's Solicitor and give instructions to immediately begin the process of requesting title deeds from their location.
3. If the Vendor or the Purchaser do not have a Solicitor, they should be advised by the Selling Agent to appoint one as soon as possible. In the case of a Vendor this should be prior to the property being marketed for sale. In the case of a Purchaser, this should be within 2 days of the offer being accepted.
4. The Selling Agent, on receipt of instructions from a Vendor, should encourage the Vendor to complete the Questionnaire as fully as possible during the preparation of the property information before the property is marketed for sale.
5. The prescribed Questionnaire should capture material information, as legally required by the Selling Agent prior to marketing for sale, relating to the ground rent, nature of title (freehold/leasehold), service charge details and management company information if applicable.
6. The Selling Agent should instruct the Vendor, where applicable, to request a Management Company pack, and gas safety certificate for each applicable device as soon as possible following the property being marketed for sale.
7. Once the property is agreed for sale, the Selling Agent should send the Sales Advice Note together with the supporting documentation (i.e. Energy Performance Certificate, gas safety certificate for each applicable device, Discharge Consent (if applicable), and management company information (if applicable), to both the Vendor's Solicitor and the Purchaser's Solicitor as soon as possible, with a target completion indicated of approximately 6 to 8 weeks later (if appropriate, having regard to the circumstances of the transaction).
8. If the Selling Agent is to be paid by the Vendor's Solicitor from the net sale proceeds, the Selling Agent should capture this in their Terms and Conditions and supply confirmation to the Vendor's Solicitor that their agent's fees are to be paid from the net proceeds of sale (subject to unforeseen circumstances) and a form of authority for payment signed by the Vendor should be provided to the Vendor's Solicitor.
9. It is the responsibility of the Purchaser to secure finance to purchase the property. The Selling Agent should liaise with the Purchaser to ensure that finance is being arranged and provide access to the property to an independent valuer for the valuation for lending purposes.

10. It is the Purchaser's discretion whether they choose to have an independent Level 2 or Level 3 survey carried out. The Selling Agent should encourage the Purchaser to make this decision at an early stage so as not to delay the process. If they choose to have this done, the Selling Agent should advise the Vendor and the Vendor's Solicitor and then provide access to the property for the Purchaser's Surveyor. The Selling Agent should encourage the Purchaser to share the Level 2 or Level 3 Report with their solicitor as soon as it is received
11. The Selling Agent should not, under any circumstances, take a deposit from the Purchaser other than a reservation fee of up to a maximum of £1,500 for a site in a new-build development. **No other deposit is permitted.**
12. The Selling Agent should at an early stage seek confirmation from the Vendor as to the status of any Planning Permission or Building Control approvals as noted in the Questionnaire that may be outstanding for any alterations or extensions carried out to a property or any statutory Consent to Discharge approvals that are required. The Selling Agent should use their knowledge and experience to identify any potential issues to the Vendor.
13. The Questionnaire can be found at:
https://www.lawsoc-ni.org/DatabaseDocs/nav_3106339__vendors_property_questionnaire.docx
The Sales Advice Note can be found at:
https://www.lawsoc-ni.org/DatabaseDocs/nav_6005527__sales_advice_note1pg.docx

PURCHASER'S SURVEYOR

1. The Purchaser should be encouraged to obtain a RICS survey of an appropriate type as early as possible.
2. The Purchaser's Surveyor shall not unreasonably refuse to provide the Purchaser's Level 2 or Level 3 Report to the Purchaser's Solicitor if requested by the Purchaser.
3. The Purchaser's Surveyor will consider whether there is any current and potential future flood risk and they will consider topography, proximity to water courses and refer to maps including flood maps NI (if appropriate to do so).
4. It is anticipated that the Purchaser's Surveyor may identify potential legal issues that may be referred to the Purchaser's Solicitor. There may be some issues that a solicitor will not be qualified to advise on, including but not limited to:
 - a. Flooding
 - b. Environmental matters
 - c. Radon
 - d. Guarantees or warranties for items (namely installation of PVC windows, damp proof courses or timber/dry rot treatments) where in the opinion of the Purchaser's surveyor, those works are likely to be over 10 years old.
5. For alterations or extensions, the Purchaser's Surveyor is required to check if there are any material defects but nothing further beyond that is required. If there have been works carried out, the Purchaser's Surveyor should state what those works are and how old they are likely to be.

VENDOR'S SOLICITOR

1. On receipt of instructions from the Vendor or the Vendor's Agent, the Vendor's Solicitor shall liaise with the Selling Agent to provide the material information legally required under Code of Practice for Residential Estate Agents.
2. At the point of instruction, the Vendor's Solicitor should seek the Vendor's approval to requisition the title deeds so that they are available to dispatch to the Purchaser's Solicitor as soon as the sale is agreed. The Vendor's Solicitor shall accept the Questionnaire to identify any potential legal issues at an early stage.

3. The Vendor's Solicitor shall send the contract and title deeds to the Purchaser's Solicitor as soon as possible.
4. The Vendor's Solicitor should send the fixtures and fittings list to the Vendor as soon as possible after the sale is agreed and request that the Vendor complete it as soon as possible.
5. Replies to Pre-Contract Enquiries should be completed and Property certificates and searches should be requisitioned promptly by the Vendor's Solicitor after instructions are received (notwithstanding the fact they expire after three or six months).
6. The Vendor's solicitor should add to their terms and conditions: "we will discharge your selling agents fee and outgoings from the net proceeds of the sale, if available, in accordance with the terms and conditions provided by the Selling Agent". The Vendor's Solicitor should seek to obtain the consent of the Vendor to discharge the Selling Agent's fee and outgoings from the net proceeds of sale, if available, in accordance with any Terms and Conditions provided by the Selling Agent.
7. For works less than 10 years old which would require a Building Control Regularisation Certificate, the Vendor's Solicitor should request that the Vendor obtain the Certificate as soon as possible. The same request should be copied to the Selling Agent so that they can assist in procuring this Certificate.
8. The Vendor's Solicitor should keep the Selling Agent advised as to the progress in the sale throughout and in particular on completion of each major stage.
9. The Vendor's Solicitor should seek to identify a target completion date with the Purchaser's Solicitor approximately 6 to 8 weeks (or such other period as may be reasonable in the circumstances of the transaction) after the sale is agreed. As soon as the contract is accepted by the Vendor, the Vendor's Solicitor shall notify all parties to enable a reasonable time period for all parties to deal with their practical moving house arrangements.

PURCHASER'S SOLICITOR

1. Title and any other enquiries should be made by the Purchaser's Solicitor as soon as possible after the contract and title deeds are received from the Vendor's solicitor **irrespective** of receipt of a mortgage offer (where applicable).
2. Where appropriate, the Purchaser's Solicitor should encourage the Purchaser to obtain an independent survey. The Purchaser's Solicitor shall only be obliged to report on the legal section of the Level 2/ Level 3 Report.
3. Where appropriate, the Purchaser's Solicitor should keep the Buying/Selling Agent advised as to the progress of the sale such as on completion of each major stage.
4. The Purchaser's Solicitor should advise the Purchaser that a mortgage valuation is for the benefit of the Lender and not the Purchaser.
5. The Purchaser's Solicitor should make the Purchaser aware that the Lender sometimes does not pass on a copy of the mortgage valuation to the Purchaser's Solicitor.
6. For Building Control Regularisations, the Purchaser's Solicitor should discuss with the Purchaser whether any Regularisation Certificates are required and if so he should notify the Vendor's Solicitor as early as possible.

**Pre-marketing
for sale**

**Property marketed
for sale**

**Property Agreed
for sale**

Completion

SELLING AGENT:

Client to complete questionnaire.
Clarify if invoice to be paid from net sale proceeds.
Encourage appointment of Vendor's Solicitor to get information required to market.
Comply with all legal requirements.

VENDOR'S SOLICITOR:

Complete AML requirements.
Request title deeds.
Provide title information required to Selling Agent.
Send Replies to Enquiries for completion by client.
Instruct client to complete any regularisation applications if required for Building Control.

SELLING AGENT:

Instruct client to obtain:

- Gas safety certificate
- Management Company pack
- Consent to Discharge (if applicable)
- Clarify status of any outstanding Planning Permission or Building Control matters.

VENDOR'S SOLICITOR:

Order searches and property certificates.

* Note, the longest part of the process is the report on title by a purchaser's solicitor, this should be borne in mind as to a purchaser's solicitor's professional obligations in exercising due care and diligence to ensure that the title is good and marketable. Where a lender is involved this may add additional time to satisfy their particular requirements.

SELLING AGENT:

Send sales advice note together with any documents:

- EPC
- Management Company Pack
- Gas safety certificate
- Consent to Discharge (if applicable)

Encourage purchaser to decide on survey as soon as possible and if so to share report with purchaser's solicitor.

VENDOR'S SOLICITOR:

Send deeds, contract for sale and searches to Purchaser's Solicitor.

PURCHASER'S SOLICITOR:

Complete all requirements under Home Charter Scheme*, including but not limited to:

- AML requirements
- Review of title and searches
- Drafting transfer document
- Raising enquiries on information received
- If the information is in order, arranging for signing contract

Ask Purchaser to share surveyor's report.
Deal with mortgage requirements and liaise with lender regarding any material information.

PURCHASER'S SURVEYOR:

Complete survey. If requested by Purchaser, do not unreasonably withhold providing survey to Purchaser's Solicitor.

VENDOR'S AND PURCHASER'S SOLICITOR:

Subject to title information and searches being in order and lender requirements being met, enter into contract.
Selling Agent to be updated regarding completion formalities and timescales.



THE LAW SOCIETY
OF NORTHERN IRELAND



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