

TA6 (6th edition) (2025) – explanatory notes for sellers and buyers

Get help answering the TA6 Property Information Form and understand more about the law behind the questions.

These notes are intended only as a guide to provide help in understanding the purpose of the questions. They are not legal advice.

The Law Society will not accept any legal liability in relation to the Property Information Form (TA6) and these explanatory notes.

If you are a seller or buyer and have any queries, you should discuss these with your solicitor.

The information provided in the Property Information Form (TA6) and explanatory notes for sellers and buyers reflects the Law Society's understanding as of 1 September 2025.

General guidance:

Instructions for sellers	Page 2
Information for buyers	Page 3
Definitions	Page 3

TA6 question guidance:

1. Property and seller details	Page 4
2. Boundaries	Page 4
3. Disputes	Page 6
4. Notices	Page 6
5. Alterations	Page 6
6. Guarantees and warranties	Page 9
7. Insurance	Page 9
8. Environmental matters	Page 10
9. Rights and informal arrangements	Page 12
10. Parking	Page 15
11. Services	Page 16
12. Connection to services	Page 19
13. Transaction information	Page 20
14. Completion	Page 21

Instructions for sellers

The answers in the TA6 form must be prepared by:

- the owner named on the HM Land Registry title and/or title deeds, or
- any legal representative selling under a power of attorney, trust or grant of probate or representation

All the sellers must prepare the answers and sign the form.

Buyers can rely on the information you give in the TA6 form.

If you give misleading information, the buyer may be able to claim compensation after completion.

If you give incomplete information or fail to answer, this may delay the transaction or cause the buyer to withdraw.

Important things to remember

- Answer the questions truthfully, completely and as accurately as you can from your own knowledge (or from information held by the owner if you are their representative)
- You are not expected to have legal or technical knowledge, but you are expected to have a reasonable basis for the answers that you give
- You might not know what occurred during a previous ownership of the property, but you should include information about anything you do know if relevant to the questions
- Check your answers match the information reasonably available to you
- If you do not know any answer, you must say so. If you are unsure about any of the questions, check the notes below or ask your solicitor
- If any information you have given or arrangement you have made is wrong or has changed, inform your solicitor immediately
- Give your solicitor any documents or other papers which relate to the questions in the TA6 form. For example, copies of any planning permissions or building control consents. If any documents are lost or missing, tell your solicitor
- If any information in the TA6 form has been prepopulated, check the information and make sure it is accurate
- Read the definitions below. These explain the meaning of many words and phrases used in the questions

Documents you may need to complete the TA6 form

- Utility bills
- Information about facilities and services
- Planning permissions and building control consents
- A copy of the Land Registry title documents, party wall notices and any other notices or consents
- Competent person certificates
- Any guarantees and warranties
- Information about any works you've carried out and arrangements for parking etc.

Other transaction (TA) forms you may need to complete

If all or any part of the property is held on a lease, you must also complete the Leasehold Information Form (TA7).

The TA7 form has additional questions for leasehold properties.

Contact your solicitor if you think you may need to complete the TA7 form.

You may be asked to complete other forms such as a Fittings and Contents Form (TA10).

Information for buyers

Buyers should tell their solicitor if they receive any other information about the property separately from the TA6 form and they wish to rely on it.

This could be information received in writing or in conversation.

The information could be directly from the seller or through an estate agent, solicitor or online.

Buyers should also:

- ask their solicitor about enquiries and investigations that can be carried out to obtain up-to-date information
- instruct a surveyor to carry out a survey to make sure they are informed about the physical and structural condition of the property

Important things to remember

- The seller will complete the TA6 form to the best of their knowledge
- Sellers can only tell buyers about matters they know. They may not have legal or technical knowledge. For example, they may not understand surveys or other reports. They may not know about matters prior to their ownership of the property
- Even where the seller has guarantees or other documents relating to the condition of the property, the seller is not giving any warranty about it
- The seller's solicitors, its members, partners, employees, consultants or other staff have no liability for the accuracy of the replies given
- Where buyers are getting a mortgage, they should not rely on any inspection or valuation report carried out for the benefit of their lender
- It is not the seller's or buyer's solicitor's responsibility to check the physical state or condition of the property
- Read the definitions below. These explain the meaning of many words and phrases used in the questions

Definitions

'Buyer' means all buyers together, where the property is being bought by more than one person.

'Completion' means the stage where:

- the sale price is paid to the seller
- ownership of the property passes to the buyer, and
- the seller hands over the keys

'Consents' means the formal permissions required from any person or body who has a legal right to control what happens to a property.

Consents are often related to property developments or alterations.

'Freehold' means the outright ownership of the land and the buildings on it.

'Flooding' means any case where land not normally covered by water becomes covered by water.

'Leasehold' means you have a lease of the property for a fixed number of years, with another person owning the freehold or a superior lease.

The lease will usually include obligations and restrictions. The person who owns the freehold or superior lease (the landlord) can enforce them and may require you to pay rent or other sums to them.

If the property is a flat or maisonette, the leasehold may not include the structure or common parts of the building or the land on which it stands.

'Listed building' means a property of special architectural or historic interest that is "listed" in the National Heritage List for England or the National Historic Assets of Wales.

'Property' includes all buildings and land within its boundaries.

'Sale contract' means the legal contract between the buyer and seller for the purchase/sale of the property.

It is a legal document. Once the contract is exchanged it is legally binding on all parties.

'Seller' means all sellers together, where the property is owned by more than one person.

This includes anyone who is acting on their behalf as a personal representative, attorney, trustee, or a company.

'Solicitor' includes, for the purposes of this form, '**conveyancer**' as defined by **HM Land Registry Practice Guide 67**.

'Title deeds' means the legal documents that prove ownership of land and property. Most title deeds are held electronically by **HM Land Registry**.

'Title plan' means a diagram that outlines the boundaries of a registered property or land, as recorded by **HM Land Registry**.

'You' and 'your' refers to the seller or, where applicable, the personal representatives, attorneys or trustees for the seller.

The following guidance corresponds to questions in the TA6 form.
For example, guidance in section 1 relates to question 1 in the form.

1. Property and seller details

The sellers may not always be the same people who are named as owners on the HM Land Registry title or on the deeds.

The 'UPRN' is the Unique Property Reference Number. You can find it at: www.findmyaddress.co.uk/search.

Executors, administrators and trustees

Sellers may be a trustee or a representative under:

- power of attorney
- a grant of probate, or
- a grant of representation where a deceased owner left no will. This is called a 'letter of administration'

In these cases, solicitors will need to verify that the persons selling the property have the power to do so.

These persons may not have personal knowledge of the property. If possible, they should ask for help from others who may know more about the property.

For all sales, each seller is responsible for the answers provided in the form. This applies to sellers acting in a representative capacity.

Companies

If the seller is a company, a representative from the company will be expected to provide the answers in the TA6 form or check the answers given.

This is usually a director of the company, or a person authorised by a director.

The buyer's solicitor may need to make special enquiries if the company is registered overseas.

This is especially important if up-to-date information about the ultimate ownership of the company has not been filed at Companies House.

2. Boundaries

You must answer the boundary questions in the TA6 form if you're selling a **house**.

You must answer the boundary questions if you're selling a **flat** that has its own:

- garden
- garage
- store
- cellar, or
- other outside area

Boundaries may consist of:

- walls
- fences
- hedges
- ditches, or
- other physical features, either natural or man-made

The boundary questions do not apply to communal gardens.

Ownership and responsibility for boundaries (2.1)

If you're not sure who is responsible for the property boundaries, answer 'not known' to question 2.1 of the TA6 form.

Information for buyers

Buyers should note that title deeds may not clearly state whether the owner or a neighbour is responsible for maintaining particular boundaries.

Responsibility for maintaining boundaries or boundary features may also not be apparent when viewing a property.

In some cases, boundaries are 'party'. This means the property owners on both sides may have agreed to carry out repairs and share the costs.

Irregular boundaries (2.2)

A boundary is considered 'irregular' if it does not follow a simple, straight line or standard rectangular shape.

Your property's boundary may be irregular if:

- the red outline on the Land Registry title plan has angles, curves, or unusual shapes
- boundaries follow natural features like rivers or hedgerows
- the sides of the property are not parallel, or if the boundary lines change direction multiple times
- your property's shape is noticeably different from those around it

If your property has irregular boundaries, you should describe which parts you own in question 2.2 of the TA6 form.

For example, "the rear boundary follows a curved line along the edge of the stream."

You should refer to plans where possible.

If you're unsure, contact your solicitor. They can help you interpret the title plan and advise whether a written description or additional plan is needed.

Changes to boundaries (2.3)

If you're a seller and know the property boundaries have been changed, you should share details in question 2.3 of the TA6 form. You should also tell your solicitor.

If you're a buyer and think the boundary features at the property do not match the title plan, you should contact your solicitor.

Buyers should be aware that the boundaries on the title plan may not exactly match the physical boundary features at the property.

The title deeds may also not clearly state the exact location of boundaries.

For more information and guidance, visit the GOV.UK website: www.gov.uk/your-property-boundaries.

Overhanging features crossing boundaries (2.4)

In some cases, a house may have features that cross the property boundary.

For example, the wall of the house could be built close to the boundary and have overhanging eaves, gutters or pipes.

Occasionally an internal area of the property extends above or beneath a neighbour's property.

For example, an underground cellar could extend beyond the boundary, or an upper storey room could be above a neighbour's passageway.

These features can usually remain in place if they are mentioned in the title deeds or have been in position for many years.

You should share details of any overhanging features in question 2.4 of the TA6 form. You should also tell your solicitor about them.

The Party Wall etc. Act 1996 (2.5)

The Party Wall etc. Act 1996 provides a procedure to follow for building work that affects boundary features.

It applies to properties that share walls or other boundary features, or have walls or other structures on or close to the boundary.

The Act covers:

- constructing a new wall over or up to the boundary
- carrying out work to an existing party structure, or
- excavating within certain distances of neighbouring buildings

The Act requires property owners to give notice to the neighbouring owner before carrying out the work.

If you've carried out building work on a shared boundary, you or your architect, surveyor or solicitor at the time should have sent a written notice to your neighbour.

If your neighbour carried out building work on a shared boundary, they should have sent you a written notice about the work. Often, the notice includes a form for you to sign and return to confirm receipt and agreement (or disagreement).

Notices could have been sent via post, hand delivery or email.

You should attach any notices to the TA6 form and give details of the work carried out in question 2.5.

If you think building work has been carried out that affects a boundary feature, but you can't find a notice, contact your solicitor for advice.

3. Disputes

Buyers will want to know about any disputes between neighbours, owners or managers of nearby property. These could be past or current disputes.

Buyers will also want to know if there are issues the seller or neighbours are concerned about, even if nothing has been said or done about them yet.

For example, disputes about noise or other disturbances.

4. Notices

Homeowners often receive official or formal notices about their property or developments nearby.

For example, planning applications and proposals for road improvements or parking restrictions.

Occasionally you may receive notices about works being carried out at the property or near the property.

You should inform buyers of any notices you're aware of in questions 4.1, 4.2 and 4.3 of the TA6 form.

5. Alterations

Alterations or changes to a property may affect its use, stability or value.

Many types of work need consents and approvals under regulations or Acts of Parliament.

Planning permission, building regulations and competent person certificates (5.1 and 5.2)

Planning permission

Planning permission is required for certain types of external building work.

For guidance on when planning permission is required, visit: www.gov.uk/guidance/when-is-permission-required.

Generally, planning permission is needed if the works change the external appearance of a building.

Some external works are allowed as 'permitted development' without planning permission. This includes some extensions.

Building regulation approval

Building regulations approval is different from planning permission.

For guidance on when building regulations approval is required, visit: www.gov.uk/building-regulations-approval.

Building regulations approval is often needed for building construction, extensions and some alterations.

Competent person certificate

For more information on competent person schemes, visit:

www.gov.uk/building-regulations-competent-person-schemes.

The person who completed the work may have been part of a 'competent person scheme'.

This allows people working in the building trade to self-certify certain types of building work instead of getting building regulations approval.

In this case, they should have provided a competent person certificate once the work was completed.

Non-residential use (5.3)

Changing the use of all or a significant part of a house or flat to non-residential use may require planning permission.

Having a desk or a study to work from home is not usually categorised as requiring planning permission.

If you are unsure, contact your solicitor.

Solar power systems (5.6)

Buyers need to be informed about any solar power arrangements with the electricity company.

This includes whether the solar power system is owned or leased, when it was installed, and details of any agreements.

You should contact your solar power system supplier to find out this information and share it in question 5.6 of the TA6 form.

Feed-in Tariff (FIT)

The FIT Scheme was introduced on 1 April 2010 to encourage small-scale electricity generation. FITs closed to new applicants on 1 April 2019.

If you or the previous seller paid for solar panels, you may be receiving a FIT payment.

If a provider installed the solar panels for free, the provider receives the FIT payment, and the property owner receives free electricity generated by the panels.

If you are receiving free energy or FIT payments, you should attach a copy of your energy bill to the TA6 form along with any supplier agreements and mark as 'attached' in question 5.6 (g).

Lease of rooftop or airspace

If the provider installed the solar panels for free, it usually retains ownership of the solar panels.

In this arrangement, the owner will have signed a lease of the rooftop or airspace to the provider.

This lease may have an impact on mortgage lending.

Even if the seller's mortgage lender has accepted the lease arrangements, a buyer's lender might not do the same.

UK Finance and Building Societies Association have produced guidance for solar panel providers. This includes information on typical mortgage lender requirements.

Sellers, buyers and solicitors should refer to this guidance and forward on to the solar panel provider if there are any issues with mortgage lending: <https://lendershandbook.ukfinance.org.uk/lenders-handbook/solar-panels-and-the-lenders-handbook>.

Smart Export Guarantee (SEG)

The Smart Export Guarantee (SEG) was launched on 1 January 2020.

It is another government-backed initiative similar to FITs.

The SEG allows electricity suppliers to sell electricity back to the National Grid if certain criteria are met.

If the property has an SEG agreement in place, you should attach a copy of the agreement to the TA6 form along with an energy bill and mark as 'attached' in question 5.6 (g).

Listed buildings (5.7)

To find out if a property in England is listed, search the Historic England National Heritage list: <https://historicengland.org.uk/listing/the-list>.

To find out if a property in Wales is listed, search the Cadw list: <https://cadw.gov.wales/advice-support/cof-cymru/search-cadw-records>.

In some cases, only part of a property or a specific feature may be listed. For example, a wall.

Listed buildings are subject to stricter planning controls.

Conservation areas (5.8)

Conservation areas are areas of special historical or architectural interest.

Buildings in these areas are subject to stricter planning controls.

To check if the property is in a conservation area, visit: www.conservationareachecker.com.

Sellers should consult their solicitor if unsure whether work to the property required planning permission.

Buyers should ask their solicitor to investigate past alterations if they believe planning permission may have been needed.

Tree preservation orders (5.9)

The garden or surrounding property may include trees that are subject to tree preservation orders (TPOs).

TPOs protect trees that are desirable or useful in a local area. They are written orders made by a local planning authority. Trees that overhang the boundary of the property may also be protected.

It is an offence to cut down, top, lop, uproot, wilfully damage or wilfully destroy a protected tree without the planning authority's permission.

If the property is in a conservation area and has a tree, in many cases the owner must send the local planning authority a 'section 211 notice' before carrying out any work on the tree. They must then wait six weeks to see if the planning authority issues a TPO on the tree.

For more information about tree preservation orders, visit:

www.gov.uk/guidance/tree-preservation-orders-and-trees-in-conservation-areas.

There are certain exemptions from these rules. Ask your solicitor if you need specific advice.

Information for buyers

Council tax

Buyers should note that, in some cases where alterations have been made since the property was last valued for council tax purposes, the sale may trigger a re-valuation.

A re-valuation will assess whether the property should move into a higher council tax band.

For more information on how home improvements can affect the council tax valuation, visit: <https://valuationoffice.blog.gov.uk/how-home-improvements-affect-your-council-tax-band>.

Listed buildings

Buyers may need planning permission for internal works if the property is listed under planning legislation as being of special historic or architectural interest.

If any part of a property is listed, buyers will need listed building consent to make changes to the property.

Buyers will often need approvals and completion certificates under the Building Regulations for building work. This includes the alteration or fitting of:

- glazing
- pipes
- cables
- gas or electrical equipment, and
- other installations

Alternatively, the work must be carried out by contractors or suppliers who are registered as competent persons. They will certify the compliance of their work or installations.

Enforcement action can be taken against the owner of the property if there has been a breach of listed building control.

There are no time limits for enforcement action, and it doesn't matter whether the person was the owner when the breach was committed.

This means the buyer could face enforcement action for work carried out by a previous owner.

6. Guarantees and warranties

Sellers

You should look through any documents you received when purchasing the property for information on guarantees and warranties. For example:

- the original conveyancing pack from your solicitor
- receipts or certificates for work (for example, new windows, damp proofing, boiler installation)
- homeowner's logbook, file or manual, if one was provided

You can also contact the company or tradesperson who carried out any work. They may have more information about warranties, including whether they're transferable to a new owner.

If you're unsure about a guarantee or warranty, contact your solicitor. They can help you interpret whether a guarantee is still valid and relevant.

Buyers

Guarantees and warranties relating to equipment, installations or building works are usually limited to a particular period of time.

Often, claims can only be made within that period if the item has been properly and regularly maintained and used in accordance with the suppliers' instructions.

This is often difficult to prove. Buyers should be wary about relying on a guarantee or warranty.

Buyers should also be aware that a guarantee or warranty may not be transferable.

If the details of a particular guarantee or warranty are unclear, buyers may be able to contact the company that issued it.

This can help establish whether the company is still trading and, if so, whether the guarantee or warranty is still in force and will benefit a buyer.

7. Insurance

Freehold houses are usually insured by the owner.

Leasehold houses may be insured by the freeholder or leaseholder. This will depend on the provisions of the lease.

A **flat** is usually part of a larger building. In almost all cases the building will be insured by the freeholder or by a superior leaseholder of the whole building. This will be outlined in the lease.

The insurance of the building containing the flats will normally cover:

- the structure of the building, and
- the walls, floors, ceilings and windows of the individual flats

Plumbing and electrical systems and installations in the flats are also usually covered by the insurance.

Fittings, contents and appliances are not usually covered.

Information for sellers

If the property is seriously damaged between exchange and completion, the buyer's mortgage lender might not release the funds needed to complete the purchase.

This could cause the sale to fall through.

To reduce this risk, you should keep your buildings insurance in place until completion.

Information for buyers

It is important for buyers to make their own arrangements for the property to be insured from exchange of contracts and many lenders will require this.

Sale contracts normally say that the risk of damage to the property passes to the buyer from the date of the contract, except in many cases for leasehold properties where the landlord insurance will continue up to and beyond completion.

By arranging insurance to start at the exchange of contracts rather than waiting until completion, buyers can also check whether the property can be insured under normal conditions before they are legally committed to buy it.

Fittings and contents are not necessarily covered by a building's insurance policy. This includes appliances. They may need to be covered by a separate contents policy.

Buyers should also consider whether to insure fittings and contents included in the sale.

Buyers will need to investigate the insurance terms for the property. Insurance companies may sometimes ask:

- whether the existing insurance has been subject to high excesses or premiums
- about any unusual conditions
- if there have been past claims on the property

If sellers disclose such issues, buyers must tell the proposed insurers. Applicants for insurance owe insurers a duty of utmost good faith.

Sellers may not be obliged to continue the existing insurance after exchange of contracts. They may choose to do so until completion takes place, in case the buyer fails to complete the purchase.

8. Environmental matters

Types of flooding (8.1)

Flooding may take a variety of forms.

The most common types of flooding are:

- **surface water flooding** – occurs when heavy rainfall overwhelms the drainage capacity of an area
- **groundwater flooding** – 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** – 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** – caused when high tides or severe weather lead to sea defences being breached, flooding the surrounding land
- **sewer flooding** – caused when sewers overflow due to the amount of water travelling into them

Flood defences (8.2)

For examples of property flood defences, visit:

<https://consult.environment-agency.gov.uk/hnl/propertyfloodresilience>.

Information for buyers

Buyers should consider the risk of the property being affected by flooding as it may affect their ability to obtain buildings insurance and mortgage loans for the property.

Buyers can assess the risk by:

- considering the property's history of flooding
- obtaining an expert risk assessment to consider local terrain, potential flood sources and weather trends

If the property has flood defences installed, the risk may be reduced. Risk assessments are usually expressed as the expected flood frequency in years.

To check the flood risk of the property, visit: www.gov.uk/check-flooding.

To check the flooding history of a property in England, visit: www.gov.uk/request-flooding-history.

Radon

Radon is a naturally occurring radioactive gas.

It is invisible and without smell or taste. It comes from the rocks and soil found everywhere in the UK and is detected with special equipment.

The radon level in the air outside is very low but can be higher inside buildings.

Some parts of England and Wales are more adversely affected by radon than others.

High levels of radon can be a risk to people's health. Areas where this occurs are designated 'Radon Affected Areas'.

You should tell your solicitor if you think the property may be affected by radon.

Solicitors can find out if a property is in a Radon Affected Area by completing an online search.

This information is also usually contained in replies to the standard enquiry forms that solicitors normally submit to local authorities in relation to property sales and purchases.

For more information about radon and house sales, visit: www.ukradon.org/information/housesales.

Radon tests (8.3)

Buyers will want to know about the results of any radon tests.

These are different to environmental searches. Searches look to see if the property is in a Radon Affected Area. Radon tests investigate the amount of radon at the property itself.

If you have the results of a radon test undertaken at the property, you should answer 'yes' to question 8.3 in the TA6 form and attach a copy of the report.

You should also indicate whether the test result was below the 'recommended action level'.

Remedial measures (8.4)

If the property tested above the 'recommended action level', work may have been carried out to reduce the radon levels in the property.

This work is known as 'remedial measures'.

Buyers will want to know about any remedial measures.

If you know of any remedial measures undertaken at the property to reduce Radon levels, you should select 'yes' for question 8.4 in the TA6 form.

Green Deal (8.5)

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 through their electricity bill. For example, loft insulation and cavity wall insulation.

The scheme was designed so repayments cost no more than the savings expected from the resultant reduced energy use.

A buyer will want to know if they will need to make Green Deal repayments through their electricity bill after purchasing the property.

To find out if installations at the property have been financed by the Green Deal, you can review:

- electricity bills
- the Energy Performance Certificate (EPC)
- paperwork from when the property was purchased

If you know who installed the improvements, you can contact the provider to confirm if Green Deal finance was used.

The electricity supplier may also be able to confirm if Green Deal repayments are being made.

Japanese knotweed

Japanese knotweed is a plant that can cause damage to buildings if it is left to grow and spread unmanaged.

Properties are usually considered to be at risk if Japanese knotweed is growing on the property or within three metres of its boundary.

Presence of Japanese knotweed (8.6)

It's hard to be certain if Japanese knotweed is growing at the property.

Even if no growth is visible above ground, there could be a rhizome (root) present in the soil.

This is why many sellers reply 'not known' to question 8.6 in the TA6 form.

Japanese knotweed survey and management (8.6 and 8.7)

A survey may have been carried out if Japanese knotweed was found or suspected at the property.

If you're aware of a survey, you should attach a copy of the inspection report to the TA6 form.

If the plant was found, action may have been taken to remove it from the property.

A management plan may have been recommended to help to control its spread and manage its regrowth.

If you're aware of a Japanese knotweed management plan, you should attach a copy of the TA6 form and answer 'yes' to question 8.6.

9. Rights and informal arrangements

Rights

A **'right'** is a legal entitlement that one property has over another.

It is enforceable by law and usually (but not always) recorded in legal documents like the title deeds or the lease.

Examples of rights include:

- right of way to cross a neighbour's land
- right to use a shared driveway
- rights for gutters or eaves to overhang a neighbour's land
- rights to light – to receive natural light through a window
- rights of support – to ensure a building or structure is physically supported by something on a neighbouring property
- rights to mines and minerals under the land
- other people's rights to take things from the land (such as timber, hay or fish)

These could include customary rights.

Similar to 'arrangements', customary rights are based on established customs that have been practised for so long they are accepted as legally binding.

For example, the right to graze animals on common land.

Arrangements

An **'arrangement'** is more of an informal or practical agreement between property owners or occupiers.

It may not be legally binding in the same way as a right, but it can still carry weight – especially if it's long-standing or documented.

Examples of arrangements include:

- an agreement to share the cost of maintaining a fence
- a neighbour allowing occasional use of their garden path
- a verbal agreement to use a shared bin area

Rights and arrangements benefiting the property (9.1, 9.2 and 9.3)

If the property you're selling has any rights or arrangements to **use parts of nearby land or buildings that it doesn't own**, it benefits from rights or arrangements over other properties.

Rights and arrangements benefiting other properties (9.4, 9.5 and 9.6)

If nearby properties have any legal rights or arrangements to **use parts of the property you're selling**, the other properties benefit from these rights or arrangements.

Jointly used facilities (9.2 and 9.5)

Examples of jointly used facilities include:

- a driveway that is owned by one property and is used by a neighbour to access their property
- a path or roadway allowing access to the rear of properties
- drains or other service conduits that pass through one or more neighbouring gardens before connecting to the main system
- gutters or eaves of the roof that overhang into neighbouring properties

Leasehold properties

The lease will usually say whether the property has rights over communal parts.

For example, hallways, staircases, or communal gardens and courtyards.

Having rights over communal parts means that the leaseholder is legally allowed to use and access the shared areas of the building or estate.

The costs of maintaining communal parts will usually be covered by service charges.

Example – communal garden

- A flat has access to a communal garden
- The lease says all residents must pay a service charge to maintain the garden
- Residents don't pay any money to the seller, all the money goes to a managing agent

In this scenario, you would likely answer the TA6 questions as follows:

- **9.1:** Yes – the property has rights over a communal garden as set out in the lease
- **9.2:** Yes – you must pay a service charge to a managing agent
- **9.4:** Yes – other flats in the building also have rights to use the communal garden
- **9.5:** Yes – other residents contribute through the same service charge. In this scenario, the seller should specify this is paid to a managing agent. The seller should also include details of how much is paid to the managing agent and how frequently (for example, monthly)

Freehold properties

Many freehold properties do not share any facilities with their neighbours.

However, some adjoining properties do. For example, a shared driveway or drainage system.

Sometimes details of shared facilities will be mentioned in the Land Registry registered titles to the properties.

Even if they do not appear on the legal title, some facilities arrangements may still be legally binding. If they have continued for a very long time, they may have the same status as a legal right.

If the arrangement of a shared facility is documented, the owner may be required to pay towards maintaining the shared facility.

This is particularly likely if a local estate or management company provides shared facilities to a group of properties.

It can also apply to driveways, pipes, drains or other facilities that are shared by just two or three houses.

Example – shared driveway

- The property has a private driveway which it shares with a neighbour
- The title deeds say the owner of the property and the neighbour must split maintenance costs
- There is an arrangement where the neighbour pays the owner their half of the maintenance cost. The owner then arranges any repairs or maintenance

In this scenario, you would likely answer the TA6 questions as follows:

- **9.1:** Yes – you use a shared driveway over a neighbouring property
- **9.2:** Yes – you contribute to the cost of maintaining the shared driveway
- **9.4:** Yes – the neighbouring property also uses the shared driveway
- **9.5:** Yes – the neighbour contributes to the cost of maintenance. In this scenario, the seller should specify that they receive maintenance payments from the neighbour. They should also specify how much the neighbour pays and how often

Example – bin store

- Several houses on a private estate use a shared bin store
- A documented arrangement says an estate management company is responsible for maintaining the bin store
- Each household on the estate pays the management company to maintain the bin store

In this scenario, you would likely answer the TA6 questions as follows:

- **9.1:** Yes – you use a shared bin store on the estate
- **9.2:** Yes – you pay an estate management company to maintain the bin store
- **9.4:** Yes – other properties on the estate also use the bin store
- **9.5:** Yes – other properties on the estate also contribute to the maintenance cost through the same estate charge

Facilities crossing the property or any other property (9.7, 9.8 and 9.9)

Sometimes, a property's drains, pipes or cables may pass under a neighbour's land before connecting to public services in the road.

In these cases, there may be rights or arrangements related to these facilities.

Example – detached freehold house

- The property has no shared driveways, gardens, or communal areas
- It has private access and direct connections to public utilities
- A drain from a neighbouring property crosses under the property's land before connecting to the public sewer
- There is no formal agreement or deed recorded, but the arrangement has existed for many years without issue

In this scenario, you would likely answer the TA6 questions as follows:

- **9.1:** No – the property does not benefit from any rights or arrangements over other properties
- **9.2:** No – the seller does not contribute to the cost of any shared facilities
- **9.4:** Yes – a neighbouring property benefits from a drainage pipe that crosses under this property
- **9.5:** No – the neighbour does not contribute to any maintenance costs related to this pipe
- **9.7:** No – you're not aware of any drains, pipes, or wires serving the property that cross your neighbour's land
- **9.8:** Yes – a drain from a neighbouring property crosses under the property before connecting to the public sewer
- **9.9:** Yes – there is an informal arrangement. In this scenario, the seller should also specify the arrangement has existed for many years without dispute

Information for buyers

Sellers are asked whether any rights benefiting or over the property are actually being exercised.

The title documents of the property may describe rights that are not currently in use but could be exercised in future. Your solicitor can advise you if there are any.

New or recent arrangements may not have any formal legal standing if they are not recorded in legal documents.

This means the arrangements might not automatically continue for the buyer.

The buyer may not be obliged to comply with it or take over the benefit of the arrangement.

For example, a property may be accessed via a private road, but no right of access is mentioned in the title deeds or registered title.

A legal right to access via the road may have been established, but this will depend on:

- the number of years the road has been used
- whether the owner ever gave permission

If there is no formal legal right of access, there may be a risk that the owner of the road could later deny a buyer's right to use it.

If having a legal right of access is important, buyers may need to obtain a statutory declaration.

This is a formally witnessed written statement confirming:

- the length of time the access has been used, and
- what may have been said to the owner of the route

The statutory declaration should be signed by the seller or someone with knowledge of the facts.

The buyer may want to consider taking out indemnity insurance. This involves paying a one-off payment called a 'single premium' for a policy that would cover costs or loss of property value if the right of access was denied.

Buyers should discuss these options with their solicitor.

Buyers should also be aware an owner may not carry out maintenance of a shared facility if there is no legal obligation to pay towards it.

If this is a concern, buyers should ask their solicitor for advice.

10. Parking

Some properties have their own parking facilities or have rights to use a shared parking facility.

The parking arrangements may not be obvious from an inspection of the property.

Sellers should set out details of the parking arrangements in question 10.1 of the TA6 form.

For example, you should say if the property has a garage, carport, driveway or parking spaces.

Permits (10.2)

You may need a licence or permit to park on a public street near the property.

For example, a permit may be required in a controlled parking zone (CPZ) or within a local authority residents' parking scheme.

Parking restrictions are shown on street signs. You can also check with the local authority.

In most cases, any local resident can pay the council for a parking permit.

Residents of certain buildings may sometimes not be able to get a permit. For example, residents living in blocks of flats with private parking facilities.

Electric vehicle charging points (10.3)

Electric vehicles have batteries that need charging.

Many buyers will want to know what electric charging facilities are available to use at the property while a car is parked there.

Sometimes an electric car can be parked and charged from a charging unit within the boundary of a house or in a designated area belonging to a block of flats.

In other cases, the car must be parked in the street and charged from a charging point installed in the street.

Sometimes a cable may run from the house across a pavement or public footway. Formal permission or a licence from the local authority to do this and conditions to protect the public may apply.

11. Services

Speak to your solicitor if you're not sure what information you need to provide in these questions.

Electrical installation work and certificates (11.1 and 11.2)

From 1 January 2005, all electrical installation work must follow building regulations.

Building regulations have been different in England and Wales since 31 July 2014.

- English electrical safety building regulations:
www.gov.uk/government/publications/electrical-safety-approved-document-p
- Welsh electrical safety building regulations: www.gov.wales/building-regulations-electrics

Electrical installation work must also comply with the safety standards set out in the wiring regulations (BS7671). The wiring regulations relate to England and Wales.

This includes:

- works involving fixed electrical cables and fixed electrical equipment located on the consumer's side of the electricity supply meter
- new circuit installations
- replacement of consumer units or fuse boxes
- rewiring in outbuildings and gardens
- altering or adding to an existing circuit in a 'special location' (high risk areas such as a bathroom, shower room or swimming pool)
- installing items such as electric vehicle (EV) charging points

Since April 2013, the range of certification documents required for electrical installation work has been reduced.

For example, some work carried out in kitchens or outdoors now doesn't need a certification document.

However, most electrical work requires:

- a building control completion certificate
- the installer's Building Regulations Compliance Certificate, or
- the BS7671 Electrical Installation Certificate

If you are aware of an electrical installation taking place at the property, you may have one of these certificates.

If you do, you should answer 'yes' to question 11.2 and attach the certificate to the TA6 form.

Electrical Installation Condition Report (11.3)

A landlord must obtain a current Electrical Installation Condition Report (EICR) when letting a house or flat.

This report assesses the safety and condition of electrical installations in the property.

It must be issued by a qualified electrician. It must also be renewed at least once every five years.

An EICR is not a legal requirement for the sale of property in England and Wales.

However, if the property is being sold subject to a letting or to a buyer who intends to let, they will want to check that there is a current EICR and it has been supplied to the tenant.

Heating installation or alteration certificates (11.4 (d))

Installing or altering heating systems often require approvals and completion certificates under the building regulations.

Sometimes planning permission is also required. This will depend on the type of heating system and the specific circumstances.

In some cases, only qualified people can install and alter certain heating systems.

For example, only a Gas Safe registered engineer is authorised to install, repair, or service gas appliances in England and Wales.

Sellers should provide their solicitors with details of the installation of the heating system. They should also provide documentation in support together with the most recent inspection report.

You can obtain a copy of Building Regulations Compliance Certificates here:

www.gassaferegister.co.uk/gas-safety/gas-safety-certificates-records.

Buyers should consider obtaining specialist professional advice about the heating system from someone who can advise on the system's age, performance and efficiency.

Gas-fired boiler or solid fuel appliance

If the property has a gas-fired boiler or solid fuel appliance that was installed on or after 1 April 2005, it will have required a:

- Building Control Completion Certificate, or
- installer's Building Regulations Compliance Certificate

When a house or flat with a gas-fired boiler is being let to a tenant, the landlord must obtain a Gas Safe test certificate.

This certificate assesses the safety and condition of any gas installations in the property. It must be issued by a Gas Safe registered engineer at least every twelve months.

A Gas Safe certificate is not a legal requirement for the sale of property in England and Wales.

However, if the property is being sold subject to a letting or to a buyer who intends to let, they will want to check that there is a current Gas Safe certificate and it has been supplied to the tenant.

Heat pumps

An owner typically needs a Building Regulations Completion Certificate for the installation of an air source heat pump.

In some cases, installing an air source heat pump may also require planning permission. This depends on:

- the number of air source heat pumps in the home
- proximity to other dwellinghouses
- their height, and
- their location

If an air source heat pump has been installed during your ownership of the property, you should provide your solicitor with copies of the relevant certificates and permissions.

Liquid petroleum gas (LPG) and oil storage tanks

Building regulations specify that LPG and oil tanks must be constructed with protection and separated from dwellings.

This is to reduce the risk of ignition in the event of fire and to reduce pollution caused by fuel escaping.

Generally, planning permission is not required for installing or replacing LPG and oil tanks within the boundaries of a home, if the work complies with building regulations.

This will depend on the size and capacity of the tanks, and their location and proximity to other dwelling houses.

You should provide your solicitor with copies of the relevant certificates and permissions for the installation of the LPG or oil tanks.

Multiple heating systems (11.4 (h))

Some homes may have more than one heating system.

If the property you're selling has more than one heating system, you should complete questions 11.4 (a) to 11.4 (g) for each one.

For example, if the property has both heat pumps and underfloor heating, you should answer questions 11.4 (a) to 11.4 (g) twice:

- the first time with information about the heat pumps
- the second time with information about the underfloor heating

Drain and sewer connections (11.5)

Most properties are connected to the mains.

This means they are linked to the public sewer system for the disposal of both:

- **foul water** – used water from toilets, sinks, baths, showers, washing machines, dishwashers. Foul water is sometimes also called 'sewage'
- **surface water** – rainwater from hard surfaces where gutters and rainwater pipes carry the rainwater to the underground drainage pipes

Cesspools, septic tanks and other private sewerage systems (11.6 and 11.7)

Buyers will want to know if a property is not connected to the mains or uses both a mains and other sewerage system.

If the property shares a private drainage system with neighbours, buyers will want to know the arrangements for operating the system and paying the costs.

To find out if the property shares a sewerage system with other properties, you can check:

- title deeds or property boundary documents (these may also include information about the location of the sewerage system)
- any shared maintenance agreements

To find out when a sewerage system was installed, replaced, serviced or upgraded, you can check:

- property purchase documents
- installation certificates or invoices
- records from builders or contractors
- planning permission or building control records

For more information on planning permissions, building regulation approvals and permits for private sewerage systems, visit: www.gov.uk/permits-you-need-for-septic-tanks.

Cesspool

A cesspool is a sealed underground tank that holds sewage and does not discharge to the environment.

It has no liquid outlet and requires regular emptying.

Cesspools are sometimes called a 'sealed tank'.

You do not need an environmental permit for a cesspool as long as it:

- is emptied regularly (for example once a month) by a registered waste carrier, and
- does not leak or overflow

If the property has a cesspool, you should share the date it was last emptied in question 11.7(d) of the TA6 form.

Septic tank

A septic tank is an underground tank where the solids sink to the bottom and the liquid flows out.

In the past the liquid may have soaked away to a watercourse, such as a river or stream. However, this has not been allowed in England since 1 January 2020.

The liquid must now either flow into a mains sewer or into a 'drainage field' (also called an 'infiltration system').

Where this does not happen, the septic tank must be replaced by a small sewage treatment plant.

Sewage treatment plant

A sewage treatment plant treats sewage to a higher standard than a septic tank and can discharge into a watercourse in England.

Small sewage plants are sometimes known as ‘package treatment plants’.

If the property has a sewage treatment plant, you should share the date it was last serviced in question 11.7(e) of the TA6 form.

Sewerage discharge and permits

A septic tank or sewage treatment plant may discharge liquid into either:

- **ground water** – water below the ground. For example, wells, rocks and sediment
- **surface water** – water above the ground. For example, rivers, lakes and streams

To find out if the property’s sewerage system discharges liquid into the ground or surface water, you can:

- check environmental permits or compliance documents
- check installation plans or diagrams
- ask the installer or a drainage specialist
- review any documentation from the Environment Agency (in England)

If the sewerage system does discharge liquid into the ground or surface water, you must follow the Environment Agency’s rules for small sewage discharge into:

- **ground water:** www.gov.uk/guidance/general-binding-rules-small-sewage-discharge-to-the-ground
- **surface water:** www.gov.uk/guidance/general-binding-rules-small-sewage-discharge-to-a-surface-water

This applies to properties in England.

You will need to find out whether the system complies with the rules. If you are not sure, you may need to take advice from the company who installed the system or who empty it. You can also check any paperwork you have.

If the system complies with the Environment Agency’s rules you will not usually need an environmental permit.

In some cases, small domestic sewage discharges in England may require an environmental permit or exemption.

To find out if your property needs a permit, visit:

www.gov.uk/guidance/discharges-to-surface-water-and-groundwater-environmental-permits.

In Wales, sewerage systems are not permitted to discharge into surface water.

If the property is in Wales, any septic tank or sewage treatment plant must have:

- been registered with Natural Resources Wales before 2020
- a permit for any discharge to ground through a watercourse or drainage field

For more information on water discharges in Wales, visit: <https://naturalresources.wales/permits-and-permissions/water-discharges-and-septic-tanks/discharges-to-surface-water-and-groundwater>.

12. Connection to services

Buyers need sufficient information to take over utility supplies from the date of completion.

The property’s electricity supply will have a Meter Point Administration Number (MPAN).

You can find the MPAN on the property’s electricity bill.

The property’s gas supply will have a Meter Point Reference Number (MPRN).

You can find the MPRN on the property’s gas fuel bill or at: <https://findmysupplier.energy>.

The MPAN and MPRN identify the supply points, not the actual meters. If a meter is replaced, its serial number changes, but the MPAN or MPRN stays the same.

13. Transaction information

Sellers and buyers should tell each other if they need to sell and buy properties at the same time, as this would make one transaction dependent on the other.

It is important for both sellers and buyers to know if there is a linked chain of sales and purchases.

The Law Society Conveyancing Protocol also urges both parties' solicitors to ensure that this information is shared.

However, sellers and buyers have the final decision on whether to authorise their solicitors to disclose this information. If you tell your solicitor not to reveal this information, they need to keep it confidential.

Sellers and buyers should also share any special requirements they have about a moving date. For example, requirements related to school term dates or holiday periods.

Sellers can share this information in questions 13.1 and 13.2 of the TA6 form.

Vacant possession

If the property is being sold with 'vacant possession' it should be completely empty and available for the buyer to occupy at the time of completion.

This means:

- no people living in or using the property
- no belongings or furniture left behind (unless agreed with the buyer)
- no legal rights or claims by others to stay in the property (see 'occupiers' section below)

Speak to your solicitor if you're not sure whether the property is being sold with vacant possession. They will be able to confirm what has been agreed and what is written in the contract.

Occupiers (13.3 to 13.7)

You must make sure that all occupants have vacated the property before completion if the property is being sold 'with vacant possession'.

If you have tenants or lodgers and the property is being sold with vacant possession, you should make sure that:

- any tenancy or occupancy licence has been properly terminated, and
- the occupants have moved out

It is a good idea to do this before the exchange of contracts, rather than just before completion.

If the occupant refuses to leave the property you may need to bring court proceedings to evict them. If this happens late in the process, it could delay the sale and could even lead to the buyer dropping out and claiming damages.

If there is a resident housekeeper, carer or other employee living at the property, you will also need to make sure that they move out by completion.

If any other adults who live at the property are still there on the completion date, they may have a legal right to remain in occupation if they can claim an interest in the property.

This could include a spouse or civil partner whose name is not on the title to the property.

It also applies to people who sometimes live there. For example, children who are students living away from home during term time.

It is common to ask occupiers to sign the sale contract. This confirms that they agree to the sale and will vacate by completion.

Speak to your solicitor if you need advice about any of these matters.

14. Completion

Mortgages (14.1)

The seller's and buyer's solicitors should know whether the amount being paid for the property is enough to pay off all outstanding mortgages.

Normally, mortgage lenders require their existing loans to be repaid when a property is sold. They may charge a penalty if repayment occurs before a pre-agreed date or without sufficient notice.

If the sale proceeds are not enough, it doesn't mean the sale cannot go ahead. Additional funds may be required from the seller, and extra steps might need to be taken.

Removals before completion (14.2)

If the property is being sold with 'vacant possession' (see above), you must make sure that all rubbish has been removed, as well as any contents and fittings that are not included in the sale.

The position on contents and fittings will normally be set out and agreed using the Law Society's Fittings and Contents Form (TA10).

Information for buyers

If the seller has agreed to remove any fittings before completion, they won't have to fix any damage caused unless it has been agreed in advance:

- what will be repaired or replaced, and
- this is written into the contract

Buyers should speak to their solicitor if they are unsure.