

SELLING YOUR PROPERTY

A Practical Guide

**WOOLLEY
& WALLIS**





Knowing what happens when you sell a property and understanding the process will help you considerably.

Properties, like buyers and sellers are individual and every sale is different although most follow a similar pattern.

We have been selling properties for over 130 years and from our experience and observations we have created this guide. Its aim is to help you through the whole process whether you are moving for the first time or have sold before.

We hope you find it helpful.

Prior to marketing

What we will do for you

Initial Inspection

When you feel the time is right to sell your home, contact us. We will be delighted to visit your property for an informal meeting to discuss your proposed sale. We will talk through how to promote your property's features, give you a realistic idea of price, decide on the best time to start marketing and go through the sale process. This service is free of charge and without obligation.

Further Advice

If improvements could be undertaken to enhance presentation to help us achieve the best possible price for you we will discuss this with you and make suitable recommendations.

We may also suggest such things as investigating the possibility of obtaining planning permission, dividing the property into lots, having specialist reports and estimates carried out etc. The property may be leasehold in which case we may suggest lease enfranchisement or extension.

Timing

We advise our sellers that the property market is no longer as seasonal as it used to be, people move for many reasons throughout the year. The best time to sell is when you are ready. Gardens and countryside look best in the spring and summer months but there will be more competition at this time from other properties on the market. Some properties however, are best marketed in a particular season.

Price

Price is crucial and needs to be realistic. We always recommend that you set a price at a sensible level that is also in tune with the current market conditions. This will maximise the amount of attention your property receives from prospective buyers.

In some instances we recommend quoting a 'price guide' rather than a fixed asking price. This allows greater negotiating flexibility for individual properties. When there is a scarcity of property available price guides can be exceeded as a result of competition between buyers.



Prior to marketing

What you should do

Contact your solicitors

They will need to obtain the deeds (if they are not already in their possession) so they can then issue a contract without delay when we have found the buyers. The deeds may also supply information we need for the sales particulars. Your solicitors may undertake a Local Authority search to help speed up the selling process.

Assemble relevant documentation

Copies of guarantees (e.g. for woodworm, damp treatment, etc.) NHBC certificates and boiler service records should be available, together with receipts for any major improvements undertaken. Having this documentation for buyers will help to achieve the best price and can also avoid delays.

Make financial arrangements (if you are purchasing another property)

Property sales and purchases are the largest financial transactions undertaken by most people. Although we do not offer financial services, we are in regular contact with banks, building societies, insurance companies, accountants and financial advisers and are therefore well placed to advise clients where to go for the best professional service and advice if required. We recommend that you make your financial arrangements before you start looking for a new home. Not only will you then know what you can afford but you can also be far more positive when making offers to sellers' agents. This may put you at an advantage over other buyers.



Marketing

How we find your buyers

Particulars

We know that the presentation of your property through the particulars we produce and through our website are of great importance. We will visit your property to take detailed notes of its features which will enable us to prepare an attractive set of details including a floor plan and good quality photographs. These will present your property in its best possible light (without being misleading in any way) and comply with the Consumer Protection from Unfair Trading Regulations 2008 (CPRs) Act.

Mailing list

Every property we market is selectively matched to buyers in its price range and we telephone the most suitable buyers which often produces immediate results. Our data base is linked to all of our offices, which together with our internet presence provides our clients with prospective buyers locally, nationally and internationally.

The internet

The majority of prospective buyers today will use the internet to search for properties. Full details of your property will be made available on our website www.w-w.co.uk along with the major property portals such as www.rightmove.co.uk and www.onthemarket.com

For sale boards

Many buyers explore their selected area before visiting agents and a 'For Sale' board ensures they are aware of your property. These are 'twenty four hour salesmen' and therefore we recommend them as a major source of enquiries. However we respect that in certain circumstances a board will be inappropriate therefore we never erect a 'For Sale' board without your agreement.

Teamwork

Our networked offices act together as a coordinated team, providing comprehensive regional coverage for the most effective marketing of your property.

Advertising and editorial coverage

We undertake high profile advertising in the property pages in a range of newspapers and magazines covering our area. We also regularly advertise in the main residential property media, principally in Country Life, The Telegraph and The

Times. This is combined with more specialist advertising when required in publications such as Farmers Weekly, and Horse & Hound. Our regular contact with property editors and correspondents ensures the properties we are selling are frequently referred to in editorials both regionally and nationally.

Viewings

Wherever possible we will accompany prospective buyers around your property. It is important that the person showing potential buyers the property is knowledgeable and not just a viewing person with a key. We can advise on the area and will make sure that we know the intimate details of the house well before we start viewings. This will include evenings and weekends. Accompanying viewings enables us to judge applicant interest and often applicants will be less guarded with their comments with us than they will be directly to vendors, to whom they will always want to be polite. Our particulars insist that viewings are by prior appointment. Very rarely a buyer may knock on the door unannounced and ask to view. If this is not convenient, or you have any doubts at all, then you should request that an appointment is made through Woolley & Wallis. It is better to be safe than sorry!

Progress reports

We are working for you and with you. We believe that regular communication is a vital ingredient in any sale. We will keep you advised of all developments, both during marketing and throughout the subsequent legal process. We report viewers' comments, from which there often constructive lessons to be learnt.

Offers

Once an offer has been received we will discuss it with you. We will investigate the buyers' ability to proceed, if their offer is dependent upon the sale of another property, if they require a mortgage and do they want a survey carried out. Timing, items to be included in the sale, and the status of the potential buyers are all relevant factors.

Negotiations

Buying and selling a house can be extremely stressful and it is our job to make the process as smooth as possible. Part of our role is to act as mediator between buyer and seller whilst always acting in your best interest. We therefore encourage you not to negotiate directly. Should a buyer try to discuss prices and or fixtures and fittings refer them to us. It is far easier for us to negotiate on your behalf, this will lessen your stress and usually achieves a better result.

Marketing

What happens after a sale is agreed

Agreement subject to contract

When we have negotiated terms that are acceptable to all parties, a sale will be agreed 'subject to contract'. There is no legal commitment at this stage. Up until exchange of contracts, the purchaser is at risk of a third party making a higher offer although in the majority of cases the seller will honour the agreed sale. Occasionally the seller promises not to negotiate with anyone else for a limited time once a sale has been agreed at a set price. The sellers may require a payment for this which will be treated as a non-refundable deposit.

The legal process

The legal term for transferring the ownership of property is conveyancing. To enable your solicitors to start the legal process we send them an information sheet (a Memorandum of Sale) setting out the terms agreed subject to contract, details of all parties concerned and any other relevant information. You will receive a copy of this Memorandum and further copies will be sent to the buyers and their solicitors.

There are two important events in a sale: exchange of contracts (when both sellers and buyers become legally committed) and completion (when the buyers finally pay for the property and you give possession). Whilst it is helpful to have an idea of when you would ideally like completion to take place, the exact date will not be agreed until exchange of contracts. To become too focused on one particular date at an early stage often leads to disappointment and stress and should be avoided if at all possible.

Surveys and valuations

If the buyers are borrowing money, the building society, bank or lending institution will arrange for a valuer to make an inspection (usually referred to as a mortgage valuation) before they issue a mortgage offer. A 'Letter of Intent' is often issued to buyers but this is not a mortgage offer. It is a promise of a loan, subject to conditions. A positive mortgage offer will not be issued until the mortgage valuation has been undertaken and references have been taken up.



Insurance

Your buyer is required by law to insure your property from the exchange of contracts (mortgage lenders usually arrange cover automatically), but you should continue your own cover until completion and notify your insurers accordingly.

Co-ordination

We will continually monitor the progress of your sale and keep in regular contact with you as well as with your buyers, the solicitors and other estate agents in the transaction when a chain is involved.

Exchange of contracts and deposit

When the initial legal enquiries have been completed, surveys undertaken, mortgage offers and searches received, and a completion date agreed, contracts can be exchanged. You and your buyers will be asked to sign identical copies of the contract. The sale ceases to be 'subject to contract' and becomes binding on both parties when the contracts are exchanged and a financial deposit is paid. It is usual to exchange contracts simultaneously for both your sale and your purchase.

The contract will state the date for completion which may be inserted by your solicitors on exchange but only in accordance with your instructions. Prior to exchange of contract your solicitor will require cleared funds of 10% of the purchase price as a deposit.

Conclusion

Final arrangements & completion

How long will the sale take?

Once a sale has been agreed and solicitors instructed it usually takes between 4 and 6 weeks to exchange contracts and it is traditional for completion to take place 28 days later. Some sales take longer but they can be agreed, exchanged and completed within days or even hours!

Telephone

You can only keep your existing landline number if you move within the same exchange area. You will need to contact your service provider for telephone and internet to inform them of your forthcoming move.

Meter readings

Arrange (as appropriate) electricity, gas and water meters to be read when you move out. Central heating oil and LPG will also need to be measured if they are being taken over and paid for by the buyers.

Council tax

Give your Local Authority notice of your move date so that your Council Tax bill can be apportioned accordingly.

Post

A form can be obtained from the Post Office who will arrange to have your mail redirected. A charge is made for this.

Completion

The final stage of the sale is when the balance of the purchase price (less the deposit) is forwarded to your solicitors and when you move on, the completion date is specified in the contract. It is usual to arrange to vacate the property by midday on the completion date and, if an earlier or later time of day is requested by either party, then advance warning is required as soon as possible. Buyers who do not complete on time have to pay a high rate of interest on the funds outstanding and there are severe penalties for buyers who fail to complete.

Removals

We suggest you obtain removers' estimates when the sale is well advanced but you must not make definite arrangements until exchange of contracts. You will not have a completion date until then. Most professional removal firms are members of the British Association of Removers and are governed by the Association's code of practice. Removers prefer to do everything including the packing. They will provide you with boxes to do your own packing.

Keys

Arrangements need to be made for handing keys to your buyers and these will have been left with us for this purpose. They should not be released until your solicitors confirm that they have received, in full, the purchase price from the buyers' solicitors.



Notifying change of address

Useful checklist

General

Family - Friends
Employer
Schools/Colleges
TV, video & rentals companies
TV licence
Clubs and Associations
Professional bodies to which you belong
Publications to which you subscribe

Medical

Doctor/Dentist/Optician/Vet

Financial

Bank
Credit card companies
Store cards/mail order firms
Hire Purchase companies
Building Societies
Stocks - Stockbrokers/Share Registrars
National Savings and
Premium Bonds
HMRC
Contributions Agency (National Insurance)
Pension Companies

Insurance companies

Property/Life/Pension
Medical/Car

Motoring


DVLA (driving/vehicle licence)
AA/RAC etc.

Utilities

Gas/Electricity/Water boards
Council Tax Office
Telephone (landline & mobile)

www.iammoving.com





“ If any of our friends ever look for property in your area we will certainly be recommending them to Woolley & Wallis as being streets ahead of the average estate agent.

SG, Romsey

Glossary of Terms

AGENCY AGREEMENTS - Sole Agency - when the sellers instruct only one agent. Sellers can instruct two agents to act together (they will share their commission) on a Joint Sole Agency basis. Multiple Agency - when the sellers instruct two or more agents to act independently and on this basis commission is usually only paid to the agent who introduces the buyers. If an agreement gives the agent Sole Selling Rights the sellers can only sell through the agent - whoever the buyers are and however the buyers are introduced to the property.

AUCTION - a method of selling to the highest bidder either in private, e.g. in an Agent's or Solicitor's office, or in public, e.g. in a village hall or a hotel function room. When the auctioneer accepts the highest bid the buyers are committed and contracts are exchanged.

BRIDGING LOAN - a loan used to bridge the financial shortfall when a purchase is completed before a dependent sale is completed. The loan will be open-ended if the dependent sale has not become legally binding (with exchange of contracts) and will continue until the sale is concluded.

BUILDING SURVEY - a detailed inspection and report on the condition of the property by a surveyor.

CHAIN - a series of inter-related sales with one or more buyers depending on a sale of their property.

CHARTERED SURVEYOR - a person professionally qualified in accordance with the regulations of the Royal Institution of Chartered Surveyors. Members may be Fellows (FRICS) or Members (MRICS).

COMMISSION - the basis upon which Estate Agents charge for selling property - usually a percentage of the sale price. VAT will be added to the Agent's commission.

COMPLETION - the final legal transfer of ownership of the property, when the property becomes the buyers.

CONTRACT - the written agreement between the sellers and the buyers to transfer ownership of the property.

CONTRACT RACE - sellers who have received two or more acceptable offers may decide to sell to whoever is ready to exchange contracts first. More than one contract is therefore issued.

CONVEYANCER - solicitor or licensed conveyancer who deals with the legal aspects of buying or selling land.

CONVEYANCING - the legal work involved in the sale and purchase of land.

DEPOSITS - to show good faith buyers occasionally pay a deposit when a sale is agreed. This is usually returned if the sale does not proceed. A non-returnable deposit will be paid by the buyers on exchange of contracts. The amount of this deposit varies but between 5-10% of the purchase price is usual.

ESTATE AGENTS ACT 1979 - Legislation introduced to regulate Estate Agents under which Orders and Regulations have been introduced governing codes of practice for Estate Agents.

EXCHANGE OF CONTRACTS - the point when both buyers and sellers are legally bound to the transaction.

FREEHOLD - outright ownership of property and the land on which it stands.

GAZUMPING - when the sellers, having already accepted an offer, receive another higher offer from someone else and threaten to sell to that person unless that higher offer is matched.

GAZUNDERING - when the buyers, having had their offer accepted, make a reduced offer.

GROUND RENT - an annual charge payable by leaseholders to the freeholder.

HOMEBUYER SURVEY AND VALUATION - a surveyor's report on a property which is less detailed than a Building Survey and is paid for by the buyers.

LEASEHOLD - the right to possession, but not ownership, of a property for an agreed period of time. Ultimate ownership remains with the freeholder.

LESSEE - the person to whom a lease is granted - the tenant.

LESSOR - the person who grants a lease - the landlord.

LOCAL AUTHORITY SEARCH - a search of the statutory register and questions to the Local Authority regarding plans for new road building, planning permission for any building work previously carried out, connection to the mains sewer, etc.

LOCKOUT AGREEMENT - a legally binding contract between the buyers and the sellers who agree not to sell the property to anyone else for an agreed period of time.

MORTGAGE VALUATION - an inspection and valuation of the property to ascertain its acceptability to the lender as security against the mortgage loan, for which the borrower may have to pay.

NATIONAL ASSOCIATION OF ESTATE AGENTS - a governing body for Estate Agents. Members may be Fellows (FNAEA) or Associates (ANAEA).

NHBC CERTIFICATE - a 10 year warranty certificate, provided by the National Housebuilders' Council, under which serious defects in a newly-built property may (subject to certain criteria) be put right by the builder - or the NHBC, should the builder go out of business.

OMBUDSMAN - the Ombudsman for Estate Agents (OEA) investigates complaints received regarding alleged malpractice by agents who are members of the scheme. Agents may be required to pay compensation if the Ombudsman considers they have not acted in accordance with the OEA Code of Practice.

PRIVATE TREATY - the normal method of selling property whereby the sellers invite offers, usually at or around an asking price or price guide, from prospective buyers.

CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008 (CPRS) ACT - please see page 5 (particulars).

PURPOSE-BUILT - usually refers to flats which were built as flats and not conversions.

RESERVATION FEE - some developers charge a non-returnable fee which reserves a property for buyers for a given period of time.

SPECIALIST REPORT - these may be recommended by a surveyor or valuer in respect of defects discovered at a property, such as subsidence, dry or wet rot, damp, etc.

STAMP DUTY - a Government tax paid by buyers based on the price they pay for a property. The tax rate is varied from time to time.

STRUCTURAL SURVEY - nowadays referred to as a Building Survey.

SUBJECT TO CONTRACT - the phrase used before exchange of contracts which allows either party to withdraw without incurring a penalty.

TENDER - sometimes property is sold by inviting written tenders by a specified date. Tenders may be of a binding or non binding nature.

TENURE - the type of ownership of a property e.g. freehold, leasehold.

TITLE DEEDS/TITLE DOCUMENTS - the legal documents which provide proof of ownership of a property.

TRANSFER DEED - a form which provides details of the transfer of ownership to be entered on the Land Registry register.

VENDOR - the seller.

Salisbury
01722 424524

Romsey
01794 512129

Ringwood
01425 472421

Fordingbridge
01425 655900

Marlborough
01672 515252

Shaftesbury
01747 852242

Lymington
01590 689878



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