

of lease, level of service charge, restrictive covenants (in Scotland, real burdens).

- Failing to mention significant non-standard features that you are aware of about a property for sale (for example house is freehold but garage is leasehold, public right of way through garden, shared ownership of parking area and path, property has a sitting tenant, roof space is leased to a solar panel provider).
- Failing to mention a serious problem with title to the property (for example should you become aware of the problem when a sale fails).
- Failing to provide relevant information that you are aware of about the condition of the property for sale (for example that the property is subsiding and is in need of underpinning, or that major repairs are necessary).
- Failing to clarify that something appearing in a photograph, which a potential buyer would reasonably assume was included in the sale, was not included.

When you negotiate and make sales

- Failing to pass on offers to your seller client, unless they have asked you specifically not to do so.³⁰
- Failing to inform a potential buyer whose offer has been accepted that the seller wishes the property to continue to be marketed for sale up to exchange of contracts.

³⁰ The Estate Agents (Undesirable Practices) (No 2) Order 1991 requires agents to pass on all offers unless the client has indicated in writing that they do not wish to receive certain types of offer. It also requires agents to pass on offers promptly and in writing.