

- uncertainties about title
- any major structural defects
- substantial limitations on the use of the property
- lack of connection to mains services (such as water, drainage, electricity, gas)
- where the property has a converted loft or other built on or into space, whether the seller has obtained the necessary approval for it (for example planning permission or building regulations consent)
- if the property is a new build, an explanation of the home warranty cover
- if you are providing a financial product to assist the purchase, the financial arrangements that the buyer will enter into.

4.10 If you do not know a piece of material information, it could still be a misleading omission if you do not disclose it. What information a consumer needs to know at each stage of the process in order to make a sufficiently informed decision should be approached objectively. It is not necessarily what you consider the consumer in front of you might need, but what the reasonably well-informed, reasonably observant and circumspect consumer might need. However, in determining whether you have misled by omission, the circumstances and the context of your commercial practices will be taken into account.

4.11 Context is very important when deciding whether material information has been left out, hidden, not made clear or not given in good time. Context means:

- the factual context (for example what you actually know even if it is something you would not ordinarily be expected to enquire into)
- all the features and circumstances of your commercial practice, including what is expected of you as a property sales business and given the services you are offering (for example a business that is