WATERSTONE LEGAL

Notice to complete: template letter

A template for your solicitor to adapt. It is not a form to send yourself.

For a sale or purchase of a home in England or Wales where the contract uses the Standard Conditions of Sale (Fifth Edition, 2018 Revision) and the completion date has passed without completion.

Before this letter is used

- **Your solicitor gives the notice.** A notice to complete is served by the solicitor acting for the buyer or the seller, and the way it must be served is set by the contract.
- **Check your contract.** This template follows condition 6.8 of the Standard Conditions of Sale (Fifth Edition, 2018 Revision). Special conditions in your contract can change the time allowed or how a notice is given. A new-build contract usually has its own notice wording.
- **Only after completion is late.** A notice can be given only once the time for completion on the completion date has passed.
- **Only if you are ready.** The side giving the notice must itself be ready, able and willing to complete.
- **What it does.** Both sides must then complete within ten working days, not counting the day the notice is given, and time is “of the essence”: a side that misses the deadline is in breach of contract. A buyer who paid a deposit of less than 10% must pay the rest of the 10% straight away.

This template is general information, not legal advice. A notice given wrongly, or at the wrong time, can leave the person who gave it in breach of contract. Your solicitor checks your own contract before a notice is given.

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From (name and address) _____

_____

To (name and address) _____

_____

Date _____

NOTICE TO COMPLETE

Property _____

_____

Contract dated _____

Seller _____

Buyer _____

Completion date in the contract _____

1. The completion date in the contract has passed and the contract has not been completed.
2. The _____ (seller or buyer) is ready, able and willing to complete.
3. On behalf of the _____ (seller or buyer), I give you notice under condition 6.8 of the Standard Conditions of Sale (Fifth Edition, 2018 Revision), which form part of the contract, to complete the contract.
4. Under condition 6.8.2 the contract must be completed within ten working days of the giving of this notice, excluding the day on which it is given. For this purpose time is of the essence of the contract.
5. If the buyer paid a deposit of less than 10% of the purchase price, condition 6.8.3 requires the buyer to pay at once a further deposit equal to the balance of that 10%. (Cross this line out if it does not apply.)
6. If the contract is not completed within that time, the _____ (seller or buyer) may use the rights and remedies the contract gives.

Signed _____

Print name _____

On behalf of _____