

# Specify items included and excluded in sales document

When a home is sold, there are all too often issues, arguments and sometimes even court cases about the fixtures and fittings - which form part of the sale and which the owner is allowed to take away with him.

A good estate agent will ensure that this does not happen - but, regrettably a small minority of estate agents are still unaware of their duties in this respect, says Tony Clarke, managing director of the Rawson Property Group. Most arguments relating to these issues arise from those involved in the sale, not knowing the law and/or not specifying which items the seller plans to exclude from the deal.

"In South African law anything which is a permanent and integral part of a property is assumed to be a fixture and to be included in the sale. Doors, along with the keys, windows, blinds and awnings, built-in cupboards, wall-to-wall carpets, kitchen and bar counters and their seats, as well as plants in the garden are all automatically part of the sale. However, the seller does have the right to specify in the sale document that certain items will be excluded, just as he has the right, if the furniture is part of the sale, to exclude certain specified items," says Clarke.

## Difficulties with equipment

Light fittings are generally considered to be included in the sale, but special lights, such as glass or brass chandeliers, are regularly excluded. This is also legal, provided that their removal from the property is written into the sale document.

Difficulties can arise where equipment is concerned. For example, a freezer or washing machine might or might not be included in the sale. Similarly, pool filters or certain garden tools, as well as burglar alarms might be excluded from the sale. It is therefore wise to assume nothing and to specify item-by-item and every piece of equipment and all major fixtures that the buyer will be taking over.