

Residential Building Surveys

Conditions of Engagement

Subject to any agreed amendments between the Client and Surveyor, the terms on which the Surveyor will carry out the Building Survey are as follows:-

Based on an inspection as defined below, the Surveyor, who will be a Chartered Surveyor, will advise the Client in a written Report on his opinion of the state of repair of the property on the following basis: -

1. The Inspection

1.1 Accessibility and Voids

The Surveyor will inspect as much of the surface area of the property as is practicable, but will not inspect those areas which are covered, unexposed or not reasonably accessible.

1.2 Floors

The Surveyor will lift any accessible loose floorboards as he considers necessary, and will lift any accessible trap doors. He will not lift fitted carpets, floor coverings or hardboard linings, nor move heavy furniture or stored items. The Surveyor will not lift fixed floor boards without the permission of the owner.

1.3 Roofs

The Surveyor will inspect the roof spaces if there is an available hatch or access point. The Surveyor will have a ladder of sufficient height to reach a roof hatch or single storey roof, not more than 3.0 metres (10 feet) above the floor or ground. The Surveyor will have due regard to the Health and Safety aspect of the use of ladders. Pitched roofs above 3 metres will be inspected with the aid of binoculars.

1.4 Boundaries, Grounds & Outbuildings

The inspection will include boundaries, grounds and outbuildings. Specialist leisure facilities, including swimming pools and tennis courts, will not be inspected.

1.5 Services

The Surveyor will carry out a visual inspection of the service installations, where they are accessible. Manhole covers will be lifted where accessible and practical. No tests will be applied unless previously agreed. Following his inspection, the Surveyor will recommend a specialist inspection on any part(s) of the service installations he considers need further investigation.

1.6 Areas not Inspected

The Surveyor will identify any areas that would normally be inspected, but which he was unable to inspect, and indicate where he considers that access should be obtained. He will comment on suspected defects based on evidence from the areas he has been able to examine.

1.7 Flats

Unless otherwise agreed, the Surveyor will inspect only the following:-

- The subject flat,
- Any garages or outbuildings pertaining to the subject flat
- The related external parts of the building
- The related internal/communal areas

Other flats or properties will not be inspected. The Surveyor will state in his Report any restrictions on accessibility to the common parts or visibility of the structure.

The Surveyor will state whether he has seen a copy of the lease, and if not, the assumptions as to repairing obligations that he had made.

General notes on flats

The object of the inspection is to give guidance on the general standard of construction and maintenance, pointing out those items which will require attention within, say, the next 10 years. It is not the aim to list every minor point which would normally be taken care of in routine maintenance.

Many flats form part of large developments consisting of very large blocks, or groups of separate blocks. In such cases the Surveyor will inspect only the related part of the building in which the flat is located.

2. Deleterious and Hazardous Materials and Contamination

2.1 Unless otherwise expressly stated in the Report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However, the Surveyor will advise in the Report, if, in his view there is a likelihood that high alumina cement (HAC) concrete has been used in the construction, and that, in such cases, specific enquiries should be made or tests carried out by a specialist.

2.2 Lead water supply pipes and materials likely to contain asbestos will be noted, if these can be seen. Such materials are often covered over, and cannot therefore be seen, but where their presence is suspected, advice will be given on any further action considered necessary.

- 2.3 The Surveyor will advise in the Report if the property is in an area where, based on information provided by the National Radiological Protection Board, there is a risk of Radon gas contamination. In such case the Surveyor will advise on the appropriate further action necessary.
- 2.4 The Surveyor will advise if there are any electrical sub-stations, mobile phone masts, overhead power lines and pylons near to or visible from the property. General comment will be made on the possible presence of electro-magnetic fields which may give rise to actual or perceived health concerns. (This is a controversial area with much conflicting evidence and opinion in the Press, and comments on any current thinking on the matter will be given.)
- 2.5 The Surveyor will not comment upon the existence of contamination as this can only be established by appropriately qualified specialists. Where, from the Surveyor's local knowledge or from the inspection, he considers that contamination might be a problem, then he will advise on the importance of obtaining a report from an appropriate specialist.

3. Consents, Approvals and Searches

- 3.1 The Surveyor will assume that the property is not subject to any unusual or especially onerous restrictions or covenants which apply to the structure or affect the reasonable enjoyment of the property.
- 3.2 The Surveyor will assume that all bye-laws, Building Regulations and other consents have been obtained. In the cases of new buildings, and alterations and extensions which require statutory consents or approvals, the Surveyor will not verify if such consents have been obtained. Any such enquiries should be made by the Clients or their legal adviser. Drawings and Specifications for building works will not be examined unless specifically agreed with the Client beforehand.
- 3.3 The Surveyor will assume that the property is unaffected by any matters which would be revealed by a local search, and replies to the usual enquiries, or by Statutory Notice, and that neither the property, nor its condition, its use, or its intended use, is or will be unlawful.

4. Fees and Expenses

The Client will pay the Surveyor the agreed fee for the Report, and any expressly agreed expenses in addition. The Surveyor will make it clear to the Client whether VAT is chargeable and whether it is included.

5. Valuation and Insurance

- 5.1 The Surveyor's opinion of the reinstatement cost of the property for insurance purposes will be given. This is an estimate of the current rebuilding costs of the property in its present form, unless otherwise stated. The assessment will normally be based on guidelines and information provided by the Buildings Costs Information Service (BCIS).
- 5.2 Where it is specifically requested, the Surveyor will provide a Market Valuation. This is the best price at which the sale of an interest in the property would have been completed unconditionally for cash consideration on the date of the valuation. In arriving at the opinion of Market Value, the Surveyor will make various standard assumptions covering, for example, vacant possession, tenure and other legal considerations; contamination and hazardous materials; the condition of uninspected parts; the right to use mains services; and the exclusion of carpets, curtains, etc., from the valuation. If required, the Surveyor can provide the client with a full list of the assumptions, which are as recommended by the Royal Institution of Chartered Surveyors from time to time and included in the RICS Appraisal and Valuation Manual (Red Book).

6. Restrictions on Disclosure

The Report is for the sole use of the named Client, and is confidential to the Client and her/his professional advisers. Any other person relies on the Report at their own risk.

7. Complaints Procedure

We operate a complaints procedure in accordance with the requirements of the Royal Institution of Chartered Surveyors. A copy of this is available upon request.

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