

Terms & Conditions

Terms and Conditions of Engagement for Building Surveys and Reports

STANDARD TERMS OF ENGAGEMENT

RICS Level 3 Home Survey

Terms and Conditions of Engagement for RICS Level 3 Home Surveys and Reports – For Residential Property.
We set out below certain notes and conditions covering the extent of the survey and report.

1. SCOPE OF INSPECTION

Roof – It must be noted that the inspection of roof coverings will generally (unless accessible by the Surveyors standard 3 metre ladder) be carried out with the aid of binoculars from ground level. It therefore follows that certain types of roof structure, by nature of their design (including flat roofs) cannot be fully inspected without the use of builders long ladders. Under these circumstances, no advice can be given as to the condition of those parts of the roof covering. It is not the practice of The Robin Austin Partnership to have builders present during the actual survey. It is not always possible to advise if roof coverings/rain-water goods are watertight, even if it is raining at the time of inspection.

Walls – These will be viewed from ground level only. It may not be possible to inspect some walls where these are obscured by adjoining buildings and where access will need to be obtained on adjoining land where permission to enter has not been obtained. The inner and outer leaves of cavity walls are normally tied together with heavy duty or twisted wrought iron wall ties. Some properties are now suffering from advanced corrosion of the wall ties resulting in expansion and deterioration of the horizontal mortar joints and increasing lack of stability of the walls. One of the most frequent symptoms of cavity wall tie failure is the appearance of horizontal cracking along the brickwork mortar joints though in the case of galvanized wire ties (the most common

type) no such cracking may occur, even in the later stages of deterioration. It will be appreciated that the cavity wall ties are completely hidden from view and therefore it is not possible to confirm if cavity wall tie failure is present in the property. If you require a positive statement regarding the cavity wall ties then cavities should be opened up for inspection prior to the exchange of contracts.

Foundations – The condition of the foundations will be assessed from the visible parts of the structure as at the date of the survey taking into account site conditions and the normal sub soil conditions in the area. The foundations will not be exposed to report on their exact construction and suitability.

1a. SCOPE OF INSPECTION FOR FLATS ONLY

The subject flat will be inspected together with the related common parts and any relevant garages and outbuildings. Other flats or property will not be inspected. Advice will be given on the standard of construction and maintenance of the subject flat and repairs required to maintain the fabric of the flat will be listed in the report. The inspection will exclude the roof space unless there is an access hatch from the subject flat from the common parts or the client has made arrangements for access through another flat. The inspection will be restricted to that part of the roof over the subject flat. If a separate visit is necessary, an additional charge will be made.

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It is essential that your solicitor/legal adviser advises on the interpretation of each and every provision in the lease as a whole and investigates the full extent of the liabilities in respect of the repairs to the building and common parts in accordance with the lease prior to exchange of contracts. This should also include the identification of costs either outstanding or planned made by Management or Tenants Associations.

A copy of the lease should be provided to the surveyor prior to his inspection so that an assessment can be made on the extent and nature of the repairing liabilities. Assumptions on the extent of liabilities will have to be made where precise information is unavailable. If your solicitor/legal adviser subsequently establishes that the report does not cover all the common parts for which the owner of the subject flat bears a liability the surveyor will inspect those additional common parts and prepare an Addendum to the report. An additional fee will be charged for this service.

2. DISTURBANCE OF BUILDINGS

We do not disturb the finish or structure of any building when carrying out the survey. Thus we do not inspect woodwork or the parts of the structure which are covered, unexposed or inaccessible and we are therefore unable to report that such parts of the property are free from rot, beetle or other defects. The biology of insects and fungi is such that infestations or attacks may nevertheless be present in the early stages of development which present no visible or other perceptive evidence. Moreover, it is always possible that such evidence may have been concealed at the time of the survey by paintwork, floor coverings or have been present in inaccessible timbers. It will be appreciated that a survey of a property that is furnished and occupied at the time of inspection cannot be as complete as one carried out on an empty house. Heavy furnishings and floor coverings can conceal defects and where necessary our report will express a caution in this respect. Heavy and fitted furniture will not be moved to gain access to obscured areas and fitted carpets/floorboards will not be lifted where damage could be occasioned.

3. DELETERIOUS MATERIALS

We do not arrange for any investigation to be carried out to determine whether or not high alumina cement concrete or calcium chloride additive or any other deleterious material has been used in the construction of the property and we are therefore unable to report that the property is free from risk in this respect. We also do not arrange for investigations or tests to ascertain if this or adjoining sites are on contaminated land. For the purpose of this report we will assume that such investigations would not disclose the presence of any such material in any adverse conditions.

4. SERVICE INSTALLATIONS

It is our practice to visually inspect the electrical and heating installation and then advise if any special tests would appear to be necessary. You will be advised if special tests to the drains, electrical, gas, water or heating installations will be required. Water, electricity, gas and drainage will not be tested. Heating and hot water boilers will not be tested or fired. No definite opinion can be given that the equipment is entirely free from defect if not tested. A separate test and report can be arranged and carried out by a specialist firm if required. The costs of any testing or further investigations will be met by the client direct with the specialist contractor.

5. OUTBUILDINGS AND GARAGES

It is our policy to concentrate inspection upon the main buildings. It will be assumed unless specifically instructed that a general comment as to the condition of outbuildings, garages, fences and paths will be sufficient and comments will therefore be restricted to important defects only. A conservatory may in individual circumstances constitute an outbuilding and where we take this view, we will state as such in the report.

6. LEGAL MATTERS

The surveyor will make verbal enquiries only on the tenure of the property, ownership of boundaries, details of any tenancies and management of the block of flats (in the case of flats only).

The client's legal adviser should fully investigate all relevant legal matters and advise the client and the surveyor, when appropriate.

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7. PROPOSED ALTERATIONS

If you are intending to carry out extensions or alterations to the structure or services it would be helpful to be advised of your proposals prior to our inspection.

We are able to prepare plans, specifications and estimates for your present and future proposals for the property. Please contact us about this additional service.

8. REPAIRS

Repairs which are required to the property will be clearly identified but these will not be costed. It is very important that you obtain competitive quotations or estimates for these works before exchange of contracts for the purchase of the property.

9. BUILDING AND UTILITIES REGULATIONS

The building regulations which control construction and extension of dwellings and the regulations produced by the utility companies are amended from time to time. In this report we have not attempted to draw your attention to all instances where the construction and other matters is different to that required by the latest regulations. Where no adverse comments have been made it must not be assumed that all the latest regulations have been complied with.

10. SOUND INSULATION

It will not be possible to comment on the sound insulation of the subject property in relation to adjoining properties.

11. TIME REQUIRED

An inspection of the property will be made at the earliest opportunity after receipt of a completed instruction form. A written report will follow as soon as possible after inspection.

12. REPORT

We will always be pleased to arrange appointments to discuss the result of a survey at one of our offices. It has been found that a meeting or discussion during the actual survey is not satisfactory.

Please do not hesitate to contact the Surveyor to discuss the report if there is any matter requiring clarification.

If requested the Surveyor will discuss his initial findings with you following his inspection but you should not implement any irretrievable action until you have fully read and assessed the contents of the report.

13. CANCELLATION OF INSTRUCTIONS

Instructions for a survey may be cancelled at any time up to 48 hours before we carry out the actual inspection and unless some expense has been incurred, no charge will be made. Where some time has been spent and some expense incurred charges will be at the Surveyor's discretion.

14. FEES

The fee is assessed on the basis of the information given without the property being viewed. If the property has features which will greatly prolong the time required for the inspection and report an additional fee may be requested.

15. GENERAL

The report is for the use only for the party to whom it is addressed and no responsibility is accepted to any third party for the whole or parts of its content. The report must not be reproduced in whole or part without prior written consent.

Surveyors will carry out RICS Level 3 Home Surveys/ reports in accordance with the current edition of the RICS guidance notes of structural surveys of residential properties.

Where it is recommended in the body of our report that specialist reports/tests are sought and/or that further investigations are advised, we would stress that these reports, tests and results of investigations must be obtained **PRIOR TO LEGAL COMMITMENT TO PURCHASE**.

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16. COMPLAINTS HANDLING PROCEDURE

We hope that we will give you the service which you expect from us. However if you have cause for complaint against us, this note sets out the procedure we will follow in dealing with your complaint.

1. If you have initially made your complaint verbally, whether face to face or on the telephone, please also make it in writing addressed to our office.
2. In the first instance the dispute should try to be resolved between the two parties (agreeing a site meeting if appropriate). Your complaint will be investigated and you will receive a formal written response addressing your specific complaints and proposing resolutions were appropriate.
3. If you remain dissatisfied and the dispute cannot be resolved it is recommended that you request an Independent review as below.
4. We have appointed The Property Ombudsman (as part of the RICS Membership Scheme). If you have a question or you would like to make a complaint, please contact them at the address below or submit an online Claims Form available on their website. Full details of the Complaints Procedure are available on this website.

The Property Ombudsman (TPO)
Milford House
43-55 Milford Street
SALISBURY
SP1 2BP

01722 333306
www.tpos.co.uk
admin@tpos.co.uk

5. Once the TPO receive your claim they will contact you and consider the complaint based on evidence presented to them. The Ombudsman will arrive at their decision by taking into account legal principles, the relevant Code of Practice and what is fair and reasonable in the circumstances presented.

At this stage we will give you our understanding of your case. We will also invite you to make any further comments that you may have in relation to this.

6. They will send the proposed decision to you and the ourselves at the same time. You will be given 21 days to either accept or appeal the decision.
7. The final decision will always be made by the Ombudsman. They will write to you enclosing the final decision which may include details of the Ombudsman award, where appropriate. If they support the complaint, they can make an award of compensation under the TPO scheme (to be paid by the agent).

Although they can make awards up to £25,000 (£5,000 for search providers), this amount is rare and only in cases where it is established beyond doubt that significant financial loss has been incurred.

8. If you do not accept the decision, they will write to you advising accordingly and the case will be closed. If you submitted an original company file this will be returned to you.

By choosing not to accept their decision the complainant's legal rights are not affected and they will be free to pursue their complaint through court.

17. PHOTOGRAPHY

Photographic evidence will be provided of defects noted at the property only.