

The Terms of Engagement relevant to this Mi Building Survey are indicated below, both briefly and more comprehensively.

It is important that you are aware of the nature of the service you are commissioning to ensure that you are fully satisfied with the end result.

Please read them carefully and confirm that you understand the service.

Key Points Summary:-

This product:-

- ❖ Is a full and thorough visual inspection of the property
- ❖ Is a non-invasive inspection - it will inspect areas normally opened or used by occupants
- ❖ Advises on existing and likely potential defects and their repair
- ❖ Does not test services but observes them in normal operation where possible
- ❖ Does not include an indication of market value, rebuild or repair costs
- ❖ Is not an asbestos survey
- ❖ Is not a Japanese Knotweed, or other invasive plant species, survey
- ❖ Will be delivered in PDF format by email
- ❖ Is not a form of guarantee or warranty

IF YOU ARE UNCERTAIN ABOUT WHAT IS INCLUDED IN YOUR SURVEY, OR REQUIRE FURTHER CLARIFICATION, PLEASE ASK FOR MORE DETAILS.

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Prior to exchange of contracts you should:-

- ❖ Obtain quotations for any works identified in your survey report.
- ❖ Obtain additional reports, surveys or investigations where they have been recommended in your survey report.
- ❖ Obtain documentary evidence of testing and servicing records, guarantees and warranties, and satisfactory completion, Building Regulations, or other statutory notices for relevant works carried out at the property.

Limit of liability

The limit of liability for any claims made against the surveyor, or the Surveyors' business, in respect of the service provided will be to a maximum of 10 times the cost (excluding VAT) of the gross survey fee.

Neither the surveyor, nor their descendants or beneficiaries, will be personally liable for any claims against the service provided.

Survey Terms of Engagement

Very sensibly you have chosen to use the services of a qualified and insured Surveyor to provide you with an independent report. However, before undertaking the inspection and preparing the report on your behalf, you should understand the 'terms' under which the report is prepared so that you are clear as to exactly what level of service you are buying and to avoid any misunderstanding later.

A description of the service to be provided by your Surveyor is set out below (they are also repeated in the actual report itself).

This report is for the private and confidential use of you, the client named in the report, and for whom the survey is undertaken, and for the use of your professional advisors, and should not be reproduced in whole or in part or relied upon by Third Parties for any purpose without the express written authority of the Surveyor.

This report is produced by a properly qualified surveyor who will provide an objective opinion about the condition of the property which you, as the buyer, will be able to rely on and use. However, if you decide not to act on the advice in the report, you do so at your own risk.

Your surveyor will agree a time and date with the estate agent or vendor for the inspection of the property to take place. Times and dates given are approximate and may be subject to change if, for example, your surveyor is unavailable or due to events beyond his or her control, he/she is unable to attend the property on the date and time indicated.

This report tells you:

- about the construction of the property and the history of its development as far as could be ascertained.
- about the condition of the property on the date it was inspected.
- any limitations that the surveyor experienced during the course of the inspection, and the nature of risks that may be present in those areas
- the nature of any significant defects that were found.
- how to approach rectification of defects identified.
- about elements of the property that will require more frequent or costly maintenance than would normally be expected
- whether more enquiries or investigations are needed.

This report does not tell you:

- the market value of the property or matters that will be considered when a market valuation is provided.
- the insurance reinstatement/rebuild cost, or the cost of carrying out repairs or improvements.
- about the nature or condition of any part of the property that is/was
 - specifically excluded from the inspection by prior arrangement
 - not accessible or visible using normal and accepted surveying practices
 - not accessible or visible for health or safety reasons
- about any minor defects that would be anticipated in a property of the type and age being inspected - the nature of such minor defects will vary between property types.
- details of defects that would normally be categorised as wear and tear or which would normally be dealt with as a matter of routine maintenance.
- the report is not an asbestos inspection under the Control of Asbestos Regulations 2012.
- any advice on subjects that are not covered by the report. If you need further advice you must arrange for it to be provided separately.
- the condition of services (heating, plumbing, electrics, drains etc.) other than can be determined from a visual inspection and when checking them by operating them in normal everyday circumstances.

The client (you) agrees to pay for the report, in full, prior to the agreed date of the inspection.

Condition rating definition

The surveyor gives each part of the structure of the main building a condition rating, to make the report easy to follow. The condition ratings are as follows.

- ❖ **Condition Rating 1**
Only minor or cosmetic repairs, or no repairs at all are currently needed. It is anticipated any repairs identified would be rectified during a programme of normal maintenance, and you should budget accordingly.
- ❖ **Condition Rating 2**
Repairs or replacements are needed but these are not considered to be serious or urgent. However, you should obtain quotations for any works identified prior to exchange of contracts if purchasing the property.
- ❖ **Condition Rating 3**
These are defects which are either serious and/or require urgent repair or replacement or where it is felt that further investigation is required, for instance where there is reason to believe repair work is needed but an invasive investigation is required to confirm this. A serious defect is one which could lead to rapid deterioration of the property, or one where the building element has failed or where its imminent failure could lead to more serious structural damage. You should obtain quotations for additional work where a condition rating 3 is given, prior to exchange of contracts if purchasing the property.
- ❖ **NI**
Not inspected - Indicates an element of the property that could not be inspected due to some restriction of access or view, or by previous arrangement.
- NA**
Not applicable - This element is not present at the property or information about it is included within another section of the report.
- ❖ **Condition Rating HS**
These are actual or potential health and safety risks identified at the property to which your attention is drawn. In some instances a matter which has been identified will require specific testing of services such as electricity or gas to confirm that they are safe to use, but in other instances it may refer to hazards for which there is an increased

risk of harm to those using the property. The level of risk may depend on a number of factors including the age, mobility and vulnerability of occupants. You should consider the relevant matters identified within this report and commission any further tests or investigations prior to exchange of contracts, and consider how the risks identified may affect your personal use of the property.

Where the surveyor has identified that repairs, or further investigations, are required, you should obtain quotations and/or reports prior to exchange of contracts to ensure that you are aware of the cost of any works before you are committed to purchase the property.

How the survey is carried out (please ask if you would like a large print version of this)

The Surveyor follows the current RPSA Survey Inspection and Reporting Standards for a Building Survey. The surveyor undertakes a thorough visual and non-invasive inspection of the inside and outside of the main building and all permanent outbuildings, recording the construction and defects (both major and minor) that are evident. This inspection is intended to cover as much of the property as reasonably physically accessible. Where this is not possible an explanation is provided in the relevant sections of the report.

The Surveyor does not force or open up the fabric. This includes not taking up fitted carpets, fitted floor coverings or floorboards, moving heavy furniture, removing the contents of cupboards, wardrobes, and/or roof spaces, moving of valuable or delicate objects, etc., operating old, damaged, corroded or delicate fixtures and fittings, removing secured panels and/or hatches or undoing electrical fittings. Under-floor areas are inspected only where there is safe and clear access. If necessary, the surveyor carries out parts of the inspection when standing at ground level from adjoining public property where accessible. This means the extent of the inspection will depend on a range of individual circumstances at the time of inspection, and the surveyor judges each case on an individual basis.

The Surveyor uses equipment such as a moisture meter, binoculars and a torch, and may use a ladder or extended camera pole to obtain views of flat roofs, and to access hatches or obtain views no more than 3m above ground (outside) or above floor surfaces (inside) if it is safe to do so. The surveyor also carries out a desk-top study prior to the survey inspection and makes oral enquiries, where possible, for information about matters affecting the property.

Services

Where possible, services will be checked for their normal operation in everyday use.

Services are generally hidden within the construction of the property. This means that only the visible parts of the available services can be inspected, and the surveyor does not carry out specialist tests other than through their normal operation in everyday use. The visual inspection cannot assess the efficiency or safety of electrical, gas or other energy sources; the plumbing, heating or drainage installations (or whether they meet current regulations); or the internal condition of any chimney, boiler or other flue. Intermittent faults of services may not be apparent on the day of inspection. If any services (such as the boiler or mains water) were turned off, they were not turned on for safety reasons and the report will state that to be the case.

Outside

The Surveyor inspects the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use. To inspect these areas, the surveyor walks around the grounds and any neighbouring public property where access can reasonably be obtained. Where there are restrictions to access, these are reported, and advice is given on any potential underlying risks that may require further investigation. The Surveyor will not normally assume that access to neighbouring properties is granted, though may request permission for access if convenient to do so and considered necessary for a specific purpose, such as following the trail of suspicion to the source of a defect.

The surveyor does not carry out a survey to identify Japanese Knotweed, or other invasive plant species, though will conduct a general assessment of the grounds to locate large or obvious plants, shrubs or trees that could present a risk to the structural safety of the property.

The Surveyor assumes that no treatments or management plans are in place for the control of invasive species unless informed otherwise by the property owners, or their agents.

Outbuildings

Buildings with swimming pools and sports facilities are treated as permanent outbuildings and therefore are inspected, but the surveyor does not report on the specialist leisure facilities, such as the pool itself and its ancillary equipment, landscaping and other facilities (for example, tennis courts and temporary outbuildings).

Flats

When inspecting flats, the Surveyor assesses the general condition of outside surfaces of the building, as well as its access and communal areas (for example, shared hallways and staircases) and roof spaces, but only if safe to do so, and if they are accessible from within the surveyed property. The Surveyor also inspects (within the identifiable boundary of the flat) drains,

lifts, fire alarms and security systems, although the Surveyor does not carry out any specialist tests other than through their normal operation in everyday use.

The Surveyor does not identify the nature, safety or suitability of any External Wall Systems or other forms of cladding.

Hazardous substances, contamination and environmental issues

Unless otherwise expressly stated in the report, the Surveyor assumes 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 the Surveyors' view, there is a likelihood that deleterious material has been used in the construction and specific enquiries should be made or tests should be carried out by a specialist.

The Surveyor makes desk-top and online investigations of free and publicly available information about contamination or other environmental dangers. The Surveyor will recommend further investigations if a problem is suspected.

The surveyor does not comment upon the possible existence of noxious substances, landfill or mineral extraction, or other forms of contamination other than in a general sense and if free and publicly available information is accessible.

Asbestos

The Surveyor does not carry out an asbestos inspection and does not act as an asbestos inspector when inspecting properties that may fall within the *Control of Asbestos Regulations 2012*. With flats, the surveyor assumes that there is a 'dutyholder' (as defined in the regulations), and that in place are an asbestos register and an effective management plan which does not present a significant risk to health. The Surveyor does not consult the dutyholder.

The Surveyor will indicate the presence of materials or surface coatings that are commonly known to contain asbestos, where they are clearly visible. However the surveyor will not undertake any tests to confirm whether they do contain asbestos.

Consents, approvals and searches

The Surveyor is entitled to assume that the property is not subject to any unusual or onerous restrictions, obligations or covenants which could affect the reasonable enjoyment of the property. The surveyor is entitled to assume that all planning, building regulations and other consents required in relation to the property have been obtained. The Surveyor does not verify whether such consents have been obtained. Any enquiries should be made by the Client or the Client's legal advisers. Drawings and specifications are not inspected by the Surveyor. The Surveyor is entitled to 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 a Statutory Notice, and that neither the property, nor its condition, its use or its intended use, is or will be unlawful.

Assumptions

Unless otherwise expressly agreed, the Surveyor while preparing the report assumed that:

- a) The property (if for sale) is offered with vacant possession;
- b) The property is connected to mains services with appropriate rights on a basis that is known and acceptable to the Client; and
- c) Access to the Property is as of right upon terms known and acceptable to the Client.

Legal matters

The Surveyor does not act as 'the legal adviser' and does not comment on any legal documents.

If, during the inspection, the Surveyor identifies issues that your legal advisers may need to investigate further, the Surveyor may refer to these in the report (for example, check whether there is a warranty covering replacement windows).

Cancellation

It is our legal responsibility to inform you that the Consumer Contracts Regulations 2013 gives you, the client, a right to cancel the order referred to above within 14 days of today's date. Nothing in our communications with you removes this right. To cancel your order, you should inform us in a clear written statement delivered by mail or email. In such circumstances, we will offer you a full refund of any fees paid.

However, if you cancel the survey less than 24 hours before it is due to be carried out (excludes weekends), the Surveyor will be entitled to make a charge of £75.00 +VAT, plus any additional costs incurred. Please note that where a survey is due to be carried out on a Monday, cancellations must be received by the corresponding time on the preceding Friday in order to avoid any charge.

I confirm that I have read and understood the terms of engagement set out herewith.

Signed _____ Survey reference _____

Print name _____

Date _____