

## TERMS AND CONDITIONS OF ENGAGEMENT FOR BUILDING SURVEYS AND REPORTS - RESIDENTIAL PROPERTY

Subject to express agreement to the contrary and any agreed amendments/additions; the terms upon which the Surveyor will undertake the Building Survey are set out below.

- 1.** Based on an inspection as defined below, the Surveyor, who will be a Chartered Surveyor, will advise the Client by means of a written Report as to his opinion of the visible condition and state of repair of the subject property.

### **2. The Inspection**

#### **(a) Accessibility and Voids**

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

#### **(b) Floors**

The Surveyor will lift accessible sample loose floor boards and trap doors, if any, which are not covered by heavy furniture, ply or hardboard, fitted carpets or other fixed floor coverings. The Surveyor will not attempt to raise fixed floor boards without permission.

#### **(c) Roofs**

The Surveyor will inspect the roof spaces if there are available hatches. The Surveyor will have a ladder of sufficient height to gain access to a roof hatch or to a single storey roof, not more than 3.0m (10' 00") above the floor or adjacent ground. It may therefore not be possible to inspect roofs above this level. In such cases, pitched roofs, will be inspected, with the aid of binoculars. The Surveyor will follow the guidance given in Surveying Safely, issued by the RICS in April 1991. This incorporates the guidance given in Guidance Note GS31 on the safe use of ladders and step ladders issued by the Health and Safety Executive.

#### **(d) Grounds, Boundaries and Outbuildings**

The inspection will include the above but specialist leisure facilities such as swimming pools and tennis courts will not be inspected.

#### **(e) Services**

The Surveyor will carry out a visual inspection of the service installations where accessible. Manhole covers will be lifted, where accessible and practicable. No tests will be applied unless previously agreed. The Surveyor will report if, as a result of his/her inspection, the Surveyor considers that tests are advisable and, if considered necessary, an inspection and report by a specialist should be obtained.

#### **(f) Areas not Inspected**

The Surveyor will identify any areas which would normally be inspected but which he/she was unable to inspect and indicate where he/she considers that access should be obtained or formed. Furthermore the Surveyor will advise upon possible or probable defects based upon evidence from what he/she has been able to see.

#### **(g) Flats**

Unless otherwise agreed, the Surveyor will inspect only the subject flat and garage (if any), the related internal and external common parts and the structure of the building in which the subject flat is situated. Other flats or properties will not be inspected. The Surveyor will state in his/her Report any restrictions upon accessibility to the common parts or visibility of the structure. The Surveyor will state if a copy of the lease has been seen and, if not, the assumptions as to repairing obligations made. The Client is reminded that, particularly in the case of large blocks, 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 decade and not to list those minor points which would normally be taken care of in the course of routine maintenance.

(Many flats form part of large developments consisting of several blocks. In such cases the Surveyor will inspect only the one block in which the flat is situated.)

### **3. Deleterious and Hazardous Materials**

- (a) 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/her 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.
- (b) Lead water supply pipes and asbestos will be noted, and advice given, if these materials can be seen but it must be appreciated that such materials are often only visible after opening up — see paragraph 2(a).
- (c) The Surveyor will advise in the Report if the property is in an area where, based upon information published by the National Radiological Protection Board, there is a risk of radon. In such cases the Surveyor will advise that tests should be carried out to establish the radon level.
- (d) The Surveyor will advise if there are transformer stations or overhead power lines which might give rise to an electro-magnetic field, either over the subject property or visible immediately adjacent to the property. The Surveyor cannot assess any possible effect on health or report upon underground cables.

### **4. Contamination**

The Surveyor will not comment upon the existence of contamination as this can only be established by appropriate specialists. Where, from local knowledge or the inspection the Surveyor considers that contamination might be a problem advice will be given as to the importance of obtaining a report from a specialist.

### **5. Consents, Approvals and Searches**

- (a) 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.
- (b) The Surveyor will assume that all bye-laws, Building Regulations and other required consents have been obtained. The Surveyor will not verify whether any such consents have been obtained. The Client and his/her legal advisers should make all necessary enquiries. Drawings/specifications will not be inspected by the Surveyor.
- (c) The Surveyor will assume that the property is unaffected by any matters which would be revealed by a Local Search (or their equivalent in Scotland and Northern Ireland) 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.

### **6. Fees and Expenses**

The Client will pay the Surveyor the agreed fee for the Report and any expressly agreed disbursements in addition. The fee is subject to VAT at the current rate.

### **7. Restriction on Disclosure**

The Report is for the sole use of the named Client and is confidential to the Client and his/her professional advisers. Any other parties rely upon the Report at their own risk.

The Report must not be reproduced, in whole or part, without the prior written consent of the Surveyor.

**NOTE:** A Building Survey Report does not automatically include advice upon value or a reinstatement cost assessment for insurance purposes. However, the Surveyor will be prepared to provide such opinions/assessments if this is agreed from the outset. AJN/04/2000/1