

David Carver Associates Ltd

TERMS AND CONDITIONS OF ENGAGEMENT FOR A
RESIDENTIAL BUILDING SURVEY

on

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It is David Carver Associates' intention to provide sound, independent, professional advice which will enable you to make the correct decision in respect of the property you are proposing to buy. In this regard, I will endeavour to submit a comprehensive but easy to read report, identifying any major or essential repairs and any current or forthcoming maintenance issues.

I am a Chartered Surveyor and will provide you with a written report that describes my opinion of the visible condition and state or repair of the property in question. I will carry out my duties with the skill and care that can reasonably be expected of an experienced Chartered Surveyor.

Where I am concerned about the possibility of hidden defects or problems, I will try explain the risks they pose. I will tell you what further action you should take and in certain circumstances, I might recommend further investigations by others.

This service is broadly equivalent to RICS Survey 'Level Three' Service, as described on the RICS website at www.rics.org/homesurveys

1. **The Extent of my Inspection:**

a) Generally: The extent of the inspection will depend upon a range of specific circumstances (including Health and Safety considerations). Whilst my examination of the property will be as extensive as access and circumstances permit, the presence of furnishings, furniture, fixtures and fittings, stored items and floor coverings will impose restrictions on my inspection and report. However, I will attempt to move lightweight, easily moveable, non-fitted items where practicable and safe to do so – but only where the owner/occupier gives permission.

The report will not purport to express an opinion about or to advise upon the condition of un-inspected parts and should not be taken as making any implied representation or statement about such parts.

b) Roofs and other high-level elements: I will inspect the roof and other high-level elements from ground level (within the grounds of the property), from roof lights and windows and, if necessary, from adjoining, publicly accessible locations. However, the close proximity of nearby buildings or tall trees might preclude inspection of parts of the roof, chimney stacks, etc. I will inspect flat roofs, where they may be accessed, with due regard to safety, from a surveyor's 3 metre (10ft) ladder.

c) The Roof Void: I will inspect roof voids, assuming a suitable access point is available and if safe access may be obtained either via a fitted loft ladder or by use of a 3 metre (10ft) surveyor's ladder. I will not remove secured or sealed access hatches, however. If it accessible by any of the means described above, I will enter the roof void and will visually inspect the roof structure; paying particular attention to those parts that are vulnerable to deterioration and damage.

I will not remove insulation material but if I think it safe to do so, I will lift small corners so that I might determine its thickness and the type and condition of the ceiling, underneath. In recent years, the lofts of many houses have been insulated with thick layers of quilted insulation material. Usually it is not safe to walk across this material and this might therefore restrict my inspection of the roof void.

Where I have the permission of the owner, I will move a small number of lightweight possessions, if this is practicable, so that a more thorough inspection may be carried out.

d) Windows: I will attempt to open most of the windows, if unlocked or if the keys to window locks are available.

e) Floors and Floor Voids: I will closely inspect the surfaces of exposed floors and I will lift the corners of loose and unfitted carpets or other floor coverings, where practicable. I will not lift fixed-down floor coverings including fitted carpets. I will assess all floors for excessive deflection. Where it is possible to lift loose floorboards and if the available opening is large enough, I will look into the space beneath, by way of an inverted 'Head and Shoulders' inspection and will use a camera to take pictures, at arm's length. I will enter the subfloor void if it may be reached by means of an uncovered hatch, but only if it is safe to do so, if the opening is large enough and if the sub floor void is deep enough.

I will examine a representative sample of the accessible timbers but of course, it is impossible to examine every part of every timber.

f) Fireplaces and Flues: I will not test chimney flues, fireplaces or appliances and cannot confirm whether they are serviceable and safe to use.

g) Foundations: Wherever possible I will examine the fabric of the building for evidence of structural movement or foundation problems but I will not undertake no excavations to expose or examine the foundations or to establish their nature. I will not undertake (or check) structural calculations, to establish the adequacy of structural elements.

h) Services: (*for example, heating and hot and cold water*) I will not perform or comment on design calculations, or test the service installations or appliances but I will observe their normal operation in everyday use. This usually means:

- Operating lights and extract fans, where appropriate.
- Asking the owner/occupier to switch on the heating appliances/system.
- Where I consider it appropriate to the assessment of the service system, turning on water taps, filling and emptying sinks, baths, bidets and basins, and flushing toilets to observe the performance of visible pipework. In certain circumstances, however, it may not be possible to fully test the operation of showers.
- Lifting accessible inspection chamber covers (where it is safe to do so), identifying the nature of the connections and observing water flow, where a water supply is available. On dry days, this may involve pouring water into open gullies so drainage layouts can be identified.

If I consider it necessary, I will advise you that further tests and inspections will be required by specialists; particularly if the owner/occupier does not provide evidence of appropriate installation and/or maintenance, or the client requires assurance as to their condition, capability and safety.

I will not test smoke, heat or intruder alarms, etc.

Where specialist tests or reports on the services are specifically requested, the specialists will be responsible for their own tests, examinations and for the advice they provide. Any fees for such work must be settled directly with the specialists. I will be pleased to assist with the arrangement of such tests, if required; subject to the vendor's consent.

i) The Grounds: I will carry out a thorough visual inspection of the grounds and, where necessary and appropriate, from adjoining public property.

My assessment will include such external features as retaining walls, gardens, drives, paths, terraces, patios, steps, hard-standings, dropped kerbs, gates, trees, boundary walls, fences, non-permanent outbuildings, rights of way, and so on. My inspection will also include the inside and outside of all permanent outbuildings not attached to the main dwelling. This includes garages, summer houses, substantial greenhouses, follies and leisure buildings, but not the leisure facilities inside, for example swimming pools, saunas, fitness gyms, and so on.

j) Flats and Maisonettes: If the property is a flat or maisonette, my inspection of the outside of the building might be restricted, depending on the availability of access. For example, if I am surveying an upper floor conversion flat and access is unavailable to the garden areas, my inspection of the outside of the building will be restricted. In such circumstances, I will be unable to confirm that those parts of the building I have not inspected are in good condition.

I will not inspect the interiors of other flats, within the same building.

I will not read or provide advice or interpretation of the lease, as this will be the responsibility of your legal adviser.

2. **The Report:** - My report will reflect the thoroughness and detail of the inspection but it will not comprise an inventory of every single defect. When reporting to you, I will:

- Describe the form of construction and materials used for each part of the building in detail and outline their performance characteristics. This is especially important for older and historic buildings
- Describe obvious defects and state the identifiable risk of those that may be hidden.
- Outline remedial options and, if I consider it to be significant, explain the likely consequences if the repairs are not done.
- Propose a timescale for the necessary work, including recommendations for further investigation prior to commitment to purchase (only where appropriate and necessary).
- Discuss future maintenance of the property and identify those elements that might require more frequent and/or more costly maintenance and repairs than would normally be expected.
- identify the nature of risks of the parts that have not been inspected.

I will also make it clear that you should obtain any further advice and quotations I recommend before you enter into a legal commitment to buy the property.

3. **Assumptions:** Unless expressly agreed, I will, in preparing my report, assume that:

- The property (if for sale) is offered with vacant possession.
- That good title can be shown and that the property is not subject to any unusual or especially onerous restrictions or covenants, which may apply to the structure or affect the reasonable enjoyment of the property.
- That all building regulations, planning permissions and other consents required have been obtained. In the case of new buildings, alterations and extensions which require statutory consents or approvals, I will not verify whether these have been obtained but I will identify where these consents may have been required. You should ask your legal adviser to follow up on these matters. I will not inspect drawings and specifications unless you specifically ask.
- That the property is connected to mains services with appropriate rights, on a basis that is both known and acceptable to you.
- That the property and its value are unaffected by any matters which would be revealed by a local search and replies to the usual enquiries, or by any Statutory Notice and that neither the property, nor its use, nor its intended use, is or will be unlawful.
- That no harmful or dangerous materials have been used in the construction (and I do not have a duty to justify making this assumption). However, if the inspection shows that these materials have been used, I must report this and ask you for further instructions.

4. **Enquiries, etc:**

- I will not make enquires of the local planning or other statutory authorities. The following matters must be investigated and checked by your legal adviser: rights of way, planning or building control approvals, clearance or demolition orders, road widening schemes, NHBC or Architects Certificates, etc.
- I will not make enquiries about contamination or other environmental dangers. If I suspect a problem, I will recommend further investigations.

5. **Hazards:**

- **Asbestos:** I will not carry out an asbestos inspection or act as an asbestos inspector when inspecting properties that may fall within the *Control of Asbestos Regulations 2012*. With flats, I will assume that there is a 'dutyholder' (as defined in the Regulations), an asbestos register and an effective management plan all in place and none of these presents a significant risk to health or need any immediate payment. I will not consult the dutyholder.
- I will note the presence of lead water supply pipes and give general advice if these materials can be seen. However, you must appreciate that materials are often concealed within the construction of the building or are underground. If I am concerned about lead pipes I can see, I may recommend a specialist inspection and report.
- I will advise if the property is in an area where, based on information published by the Health Protection Agency, there is a risk of radon. In such cases, I will advise further tests to establish the precise radon level.
- I will advise if there are transformer stations or overhead power lines that I can see during the normal course of the inspection. If present, I cannot assess any possible effect on health. For obvious reasons, I cannot report on any underground cables.

6. **Fees.** The agreed fee in this matter is £.... including VAT at the prevailing rate. In accordance with the RICS Rules of Conduct, we are obliged to inform you that your payment will be regarded as "fees in advance" and as such, it will not be protected by the RICS Clients' Money Protection Scheme.

7. **Referral Fees:** I do not pay a referral fee or provide an equivalent inducement to any party who may have recommended my services to you.

8. **Complaints:** I will do my very best to provide you with an excellent service. However, if you believe that you have cause for complaint, my company has a complaints procedure; a copy of which can be given to you upon request.

9. **General Conditions:**

- a) My report is provided solely for your use, as the named client(s) and is confidential to you and your professional advisers. Third parties may not use the report without my express written authority. I accept no responsibility to any other persons and they rely on the report entirely at their own risk.
- b) Any information provided by me (whether verbally, by email or otherwise) before you receive the full, written report should not be construed as a representation nor warranty and should not be acted upon. If you decide to exchange contracts before you receive the full, written report, you will do so at your own risk and must accept any future consequences.
- c) Where building or repair costs are given, whether verbally or otherwise, they are for guidance purposes only and should not be construed as a quotation nor estimate. It will be your responsibility to obtain quotations from builders and/or specialist contractors prior to exchange of contracts.

CONFIRMATION OF INSTRUCTIONS

I confirm that I have read, understood and accept the Terms and Conditions of Engagement.

Signed:..... Name (Caps).....

Date: