

## David Carver Associates Ltd

### TERMS OF ENGAGEMENT FOR A RESIDENTIAL BUILDING SURVEY

on

.....

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 (FRICS) and will provide a written report that provides my opinion of the visible condition and state or repair of the property. 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 to 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 will be delivered in accordance with the RICS HomeSurvey Professional Statement (1<sup>st</sup> edition) and is equivalent to an RICS 'Service Level 3' service, as described on the RICS website at <https://www.ricsfirms.com/residential/moving-home/surveys/rics-consumer-guide-home-surveys/>.

#### 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 – and 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. I can give no assurance as to the existence, condition or efficacy of any concealed component part of the building.

**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 balconies, 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 is 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 and if necessary, 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 and doors, if unlocked or if the keys 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 the 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.e. deeper than say 1.5m).

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 excavations to expose or examine the foundations or to establish their type or condition. I will not undertake (or check) structural calculations, to establish the adequacy of structural elements. I will refer to published geological data, to determine the likely nature of subsoil in the locality but will not undertake soil testing or analysis.

**h) Services** (for example, electrical, heating, drainage and hot/cold water systems) I will not perform or comment on design calculations or test the service installations or appliances but where it is possible and reasonable to do so, I will observe the operation of the sanitary fittings in normal, everyday use. In certain circumstances, however, it may not be possible to fully test the operation of showers. I will not test the operation or safety of kitchen appliances but I will:

- Operate extract fans, where appropriate.
- Ask the owner/occupier to switch on the heating system (if the owner/occupier is present).
- Lift accessible inspection chamber covers (where it is possible and safe to do so), identifying the nature of the connections and observing water flow, where a water supply is available. This may involve pouring water into open gulleys or inspection chambers, to help identify drainage layouts.

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, gates, trees, boundary walls, fences, rights of way and so on. My inspection will also include the inside and outside of all permanent outbuildings, as long as access is available. This includes garages, vaults, summer houses, substantial greenhouses, follies and leisure buildings but not the leisure facilities inside, such as swimming pools, saunas, fitness gyms, and so on. Timber sheds will not be inspected or commented upon.

**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 the condition of those parts of the building that I have not inspected.

Comments relating to the external condition of large blocks of flats will, by necessity, be of a general nature and any specific comments will be focused largely on the part of the building that contains the subject flat.

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

I will inspect the internal communal areas that lead directly to the subject flat.

I will not read or provide advice or interpretation of the lease terms, 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 any 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 before exchange of contracts (but 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 any potential risks relating to parts that have not been inspected.

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

3. **Assumptions:** Unless expressly agreed to the contrary, 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 a specific agreement to the contrary is made, at the time of taking the instructions.
- 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 will report this and will recommend an appropriate course of action.

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 permission and/or building control approvals for works undertaken, clearance or demolition orders, road widening schemes, NHBC Guarantee or Professional Consultant's Certificates, etc.

- I will not commission an environmental survey but I will recommend that you do so. I will not undertake tests to confirm whether or not the land is contaminated but I will examine published data relating to the risk of flooding, by reference to the Environment Agency website. If I suspect an environmental problem, I will recommend further investigations.

5. **Hazards:**

- 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 in place and none of these presents a significant risk to health or need any immediate work or expenditure. 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 Public Health England, there is a risk of the radioactive gas, 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 but I cannot assess any possible effect on health. For obvious reasons, I cannot report on any underground cables.
- I will check the vulnerability of the property to flooding, by reference to the Environment Agency website.
- I will identify other potential hazards and risks to safety or health.

6. **Fees.** The agreed fee in this matter is £..... (and VAT is not charged). In accordance with the RICS Rules of Conduct, I am 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, Limitations and Liability:** I will do my very best to provide you with an excellent service, on behalf of David Carver Associates Ltd. However, if you believe that you have cause for complaint, my company operates a complaints procedure and a copy will be provided to you, upon request. Whilst I will be undertaking the survey on behalf of David Carver Associates Ltd., it must be understood that neither I, nor any other employee individually, owes you a duty of care or personal responsibility. You agree that you will not bring any claim against any such individuals *personally*, in connection with the services provided by David Carver Associates Ltd.

If you suffer a loss, as a result of a breach of contract or negligence, on the part of David Carver Associates Ltd, our liability will be limited to a just and equitable proportion of your loss, having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an agreement between you and them, your difficulty in enforcement, or any other cause.

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 would 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 full representation or 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.

10. **Cancellation.**

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this agreement at any time within 14 working days of your initial instruction (whether this was given by telephone, email, etc.). Cancellation must be made by email or telephone. However, if you have asked us to undertake the survey quickly (within the statutory 14-day notice period) and you decide to cancel the instruction within that period, you will be required to pay our reasonable costs, up to the time of the cancellation.

11. **General Data Protection Regulations (GDPR)**

You have provided personal data (including your name(s), address, contact details and the address of the property to be surveyed), to enable me to undertake a Building Survey. My company takes your privacy very seriously – and please take the time to read my company’s Privacy Notice, which is available at [www.davidcarverassociates.co.uk/privacy-policy-sp-100.htm](http://www.davidcarverassociates.co.uk/privacy-policy-sp-100.htm). As a data controller, we require your consent to process (collect, use, store, delete, etc.) your data and by signing the declaration at the end of this document, you will indicate your consent for us to do this, in accordance with our Privacy Notice.

**Signed, on behalf of David Carver Associates Ltd:**



**Date:**

**CLIENT’S CONFIRMATION OF INSTRUCTIONS**

I/We confirm that I/we have read and understand the Terms of Engagement, as stated in this document and I/we wish David Carver Associates Ltd, to proceed with the inspection and to provide a Building Survey of the property. I/we agree to the collection and processing of my/our personal data, in accordance with the David Carver Associates Privacy Notice.

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

Date: .....