

# The Level 2 ISVA HomeSurvey

## Terms of Engagement and Scope of Works

This document and the associated Engagement Letter form the basis of a legally binding contract between you and your surveyor. They are designed to make you aware of what the surveyor will and will not do, when carrying out your Level 2 ISVA HomeSurvey. The documents also outline some of the assumptions that he or she will make, when compiling your report. **If there are any points that you do not understand or that you would like to clarify, it is important that you contact your surveyor before confirming your instructions.** Because you are entering into a binding contract, you should also obtain your own, independent legal advice before agreeing to these terms. In the event of a conflict between these Terms of Engagement and the Engagement Letter, the Engagement Letter will prevail.

The Level 2 ISVA HomeSurvey is designed to provide professional advice that will help you to:

- Make an informed decision as to whether you should proceed with the proposed purchase.
- Take account of any required repairs or improvements to the property, when assessing the price that you should pay for the property.
- Consider what further actions you should take before making a legal commitment to purchase the property.

The survey will be carried out by a member of the Independent Surveyors' and Valuers' Association (ISVA), who is also a Chartered Surveyor (a Member or Fellow of the Royal Institution of Chartered Surveyors - RICS) and who has the skills, knowledge and experience required to survey and report on residential properties in the relevant location.

### THE REPORT FORMAT

**The Level 2 ISVA HomeSurvey is a concise survey report that will include advice on the general condition of the property - but it is not as detailed as a Building Survey.** The service will be delivered in accordance with the RICS HomeSurvey Standard Professional Statement (1<sup>st</sup> edition) and is equivalent to RICS Survey Level 2. Survey Levels 1, 2 and 3 (and the differences between them) are explained in the accompanying leaflet, 'Choosing Between Survey Types – a Guide for Consumers', and in further detail, on the website of the Royal Institution of Chartered Surveyors (RICS), at: <https://www.ricsfirms.com/residential/moving-home/buying/>

The standard service does not include a Market Valuation of the property. By separate agreement, however (and if your surveyor is a Member of the RICS Valuer Registration Scheme), he or she might be able to undertake a valuation at the same time as the Level 2 ISVA HomeSurvey. If you require a valuation of the property, you must therefore discuss this option with your surveyor before confirming your instructions.

The report format is divided into numbered sections, in which the surveyor will comment upon the major defects, shortcomings and other issues that, in his or her opinion, might affect your decision to purchase. Close to the beginning of the report, Section 3 is the "Overall Opinion and Priority Matters", which provides a general overview of the property, and which brings together the most important findings under three headings:

**Urgent Repairs:** These are matters that in the opinion of the surveyor must be remedied as soon as possible after you have completed the purchase of the property.

**Matters Requiring Further Investigation:** These are matters that in the opinion of the surveyor will require further investigation or action before exchange of contracts.

**Maintenance Issues:** These are maintenance items that, in the opinion of the surveyor, are not urgent but that may have an impact on the performance of the property, and which (individually or collectively) could affect your purchase negotiations.

## **THE SUITABILITY OF THE PROPERTY**

The ISVA HomeSurvey is suitable for most properties of traditional/conventional construction and design, which are located in England or Wales. However, it may not be suitable for very old and/or large properties, those of a non-traditional design and construction, or for properties that have been substantially altered or extended. A 'Level 3' Building Survey would involve a longer, more detailed inspection, and would provide a more comprehensive report. If you are in any doubt as to which survey type is the most suitable for your property purchase – or if you have any particular concerns about the property, you must discuss the options with your surveyor before confirming your instructions.

By returning a signed copy of the Engagement Letter to the surveyor, you will be confirming that you have considered the available options and have chosen to commission a Level 2 ISVA HomeSurvey. The surveyor does not accept responsibility for any matters or defects affecting the property that the report does not reveal, but that might have been discovered had you chosen to commission a more detailed service, such as a Level 3 survey.

## **THE SURVEYOR'S LIABILITY**

The report is confidential to you and your immediate professional advisers. The surveyor does not accept liability to any third parties, under any circumstances. Furthermore, the report is not to be used for the purposes of obtaining mortgage funding or loans and it may not be published, distributed, reproduced or referred-to in whole or in part, without the surveyor's prior, written consent as to the form and context in which it may appear. Copyright in the report is owned by David Carver Associates Ltd.

Unless expressly provided, no term in the agreement between the David Carver Associates Ltd. and the client is enforceable under the Contracts (Rights of Third parties) Act 1999, by any party other than the David Carver Associates Ltd. and the client.

Liability for error, omission, advice, or action rests solely with the surveying practice. The report will be prepared by the individual surveyor merely in his or her capacity as an employee or agent of a firm, company, or other business entity ("the Entity"). The report is the product of the Entity, not of the individual surveyor. All the statements and opinions contained in the report will be expressed entirely on behalf of the Entity, which accepts sole responsibility for these. No contract will exist between you, the client, and the individual surveyor or any director, partner, employee, or consultant of David Carver Associates Ltd. You agree that you will not bring any claim or action against any such individuals personally, in connection with the services provided by David Carver Associates Ltd. For his or her part, the individual surveyor assumes no personal financial responsibility or liability in respect of the report and no reliance or inference to the contrary should be drawn.

Further, if you should suffer loss as a result of a breach of contract or negligence, David Carver Associates Ltd.'s liability shall be limited to a just and equitable proportion of your loss, having regard to the extent of responsibility of any other party. David Carver Associates Ltd.'s 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.

David Carver Associates Ltd. will not be liable in cases where the surveyor has reasonably relied on information provided by you, or by any third party, including the property owner, which is subsequently found to be inaccurate (unless the surveyor had or ought to have had reasonable grounds to doubt the accuracy of the information at the time). David Carver Associates Ltd. does not accept liability for any issues or problems affecting the property that could not reasonably have been identified from a visual, non-intrusive inspection of the property, undertaken in accordance with the Terms of Engagement and Scope of Works, relating to the Level 2 ISVA HomeSurvey.

Any verbal or other information provided by the surveyor before the delivery of the full report must not be construed as a representation or warranty and must 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 you must accept any associated consequences.

Before making a legal commitment to purchase the property (before exchange of contracts) you are strongly advised to obtain quotations for any required remedial works, and to act on any other recommendations made in the report (which might include the commissioning of specialist advice, tests, or reports) so that you are able to reliably gauge the full extent, nature, and cost of the required works.

If (by additional and separate arrangement) you have instructed the surveyor to undertake checks or investigations that will cause damage to the property (on the basis that you have obtained the property owner's consent), you will indemnify the surveyor against any claim for associated losses or costs, brought by the property owner.

In relation to the provision of this service, the contract between you and David Carver Associates Ltd. is subject to English law. Any dispute in relation to this contract, or any aspect of the report shall be subject to the exclusive jurisdiction of the Courts of England and Wales and shall be determined by the application of English law, regardless of who initiates proceedings in relation to the report.

## **LIMIT OF LIABILITY**

In common with other professionals, most surveyors seek to limit their liability. David Carver Associates Ltd.'s liability to you, which arises from or is connected with this engagement, and which is caused by a breach of contract, negligence or other fault, is limited to a maximum sum of **£500,000 (five hundred thousand pounds)**. Furthermore, David Carver Associates Ltd. shall not be liable for any loss of profit or any indirect or consequential losses. However, nothing in the Letter of Engagement or in these Terms of Engagement and Scope of Works shall exclude or restrict any liability arising from death or personal injury, fraud or dishonesty (or where exclusion or restriction of liability is not permitted by law).

## **THE SCOPE OF THE SURVEY**

The survey demands a sensitive and practical approach in order to limit intrusion to what is reasonable and to avoid any damage to the property, for which the surveyor might be held liable.

The Level 2 ISVA HomeSurvey report will not provide comment in relation to parts of the property that cannot reasonably be inspected or where inspection would put the surveyor at risk of personal injury. Any particular difficulties or issues that prevent or restrict the inspection will be identified in the report. Where the surveyor is unable to reach a conclusion with reasonable confidence, a recommendation for further investigation may be made.

### **The surveyor WILL:**

- **Undertake a general, surface inspection of those parts of the property that are *reasonably accessible*.** In this context, *reasonably accessible* means visible and readily available for inspection from ground and upper floor levels, without endangering the safety of the surveyor and without damaging the property. The surveyor will use appropriate methods and equipment to inspect a roof that is not visible from a window or another part of the building, and that is not more than three metres above ground level if it is safe and reasonable to do so.
- **Inspect the exterior of the building** from ground level, from within the boundaries of the property and from any immediately adjacent and accessible public areas, using binoculars and, where necessary, a three-metre ladder.
- Where practicable, **ask the owner/occupier to open any traps and hatches** that provide access to parts of the structure.
- **Inspect subfloor areas by means of an inverted 'head and shoulders' inspection** (where it is appropriate and safe to do so and only if unfixed and appropriately-sized access hatches/panels are provided).
- **Inspect a representative sample of readily accessible and visible timbers**, and assess floors for excessive deflection and for instability, using 'heel-drop' tests.
- **Inspect the roof spaces of houses and bungalows and flat roofs**, if safe, reasonable and if they are readily using a three-metre surveyor's ladder. In recent years, however, the lofts of many homes have been insulated using a thick layer of insulation material, laid over the top floor ceiling. In the absence of fixed floorboards or crawling boards, it is not safe to walk across the ceiling joists, when such materials are in place and for this reason, the presence of loft insulation (and stored items, etc.) will restrict the surveyor's inspection of the roof space.
- **Use an electronic moisture meter** to check the moisture content of accessible surfaces and timbers, in selected locations, where it would be reasonable to anticipate that dampness might exist. If they exist, damp-proof courses are very often concealed within walls and damp-proof membranes are almost always concealed within concrete floor structures. In such cases, their existence, status and condition cannot be confirmed.
- **Comment on the location of the property and potential sources of noise disturbance.** However, it will not be possible to comment on the effectiveness of any sound-proofing measures (and disturbance caused by noise is subjective and you must undertake your own checks and enquiries in this respect, before exchange of contracts).

- **Attempt to open a sample of the windows and doors** (if keys are available for any locks and if they may be operated without force or the risk of damage). For example, such checks might include the opening of one window on each side of the dwelling, or one of each window or door type, in cases where a variety of types exists. However, such checks might be restricted by the presence of shutters, possessions on windowsills, window boxes, etc.
- **Lift standard, lightweight covers of drainage inspection chambers** when inspecting houses or bungalows, to enable a visual inspection of the chambers – but only where they are readily accessible and where it is safe and possible to do so without the use of specialist equipment and without risking damage or injury. Covers fixed with screws or bolts will not be lifted. In relation to surveys of flats, please note the information provided below.
- **Inspect and provide general comments on the visible parts of the service installations**, including the gas, electrical, heating, water and drainage installations, including water storage tanks and boilers, where it is reasonable and practicable to do so.
- **Inspect the grounds of the property**, including drives, fences, walls (including earth-retaining walls) etc. and will provide general comments on their condition. The inspection will be undertaken from within the boundaries of the property and where necessary, from publicly accessible, adjoining land. Permanent outbuildings, such as garages, will be inspected internally and externally (although inspection might be restricted by stored items, vehicles, etc.). Comments will be made in relation to any trees or plants that might adversely affect the property.
- **Identify risks** to the building and grounds, as well as safety risks and health hazards to people, where they are readily visible or identifiable within the limitations of the inspection.
- **Refer to relevant, freely available information relating environmental matters** that affect the property such as, for example, flood risks, geological factors, radon, and former mining activities. In all cases, however, you will be advised to commission a comprehensive environmental survey, before exchanging contracts.
- **Comment, in summary terms, on the content of the Energy Performance Certificate (EPC)**, if one has been prepared on the property. The surveyor will not check the accuracy of the specified energy-efficiency ratings, although he/she will report any obvious discrepancies between the facts stated in the EPC and the surveyor's own inspection of the property.
- **Deliver the written report as soon as is reasonably possible** after completing the inspection, any associated investigations and having taken appropriate time for reflection. An approximate timetable for the completion of the service will be provided in the Engagement Letter.
- **Report on matters that require specific legal and advice, investigation, or comment by your legal advisers**, including guarantees, statutory approvals, rights of way or easements, etc.
- **Inform you if he or she has been unable to inspect parts of the property that a surveyor would normally hope to inspect** and where further investigations are necessary or desirable, before exchange of contracts

### **The Surveyor WILL NOT:**

- **Proceed with the whole or part of the inspection**, at his or her discretion, if upon arrival at the property or during the inspection, the surveyor discovers overruling health and safety concerns that would preclude the whole or part of inspection from being completed without undue risk to his/her personal safety.
- **Open up or inspect parts of the building that are covered, unexposed or inaccessible** and will not enter sub-floor voids.
- **Raise fitted or fixed-down floor coverings**, fixed floorboards or open-up secured or fixed roof and floor hatches, pipe trunking, etc. (including those that are screwed shut or sealed by paint).
- **Enter roof voids that provide less than 1.2m headroom** (although a 'head and shoulders' inspection will be undertaken if an access hatch is readily and safely accessible, using a 3-metre surveyor's ladder).
- **Remove or disturb insulating material** within roof voids, or on tanks, pipework, etc.
- **Move or remove large or heavy items of furniture**, and will not move or remove stored items from cupboards, roof voids, cellars, garages and other outbuildings, etc.

- **Make holes** in walls or other surfaces (to enable inspection of cavities, cavity wall insulation, cavity wall ties, damp-proof courses and membranes, etc.).
- **Carry out excavations** to expose foundations, underground drainage, or other service pipework, etc.
- **Test the operation or efficiency of the service installations**, including gas pipework and appliances, stoves, fireplaces, boilers and space/water heating equipment or systems, photo-voltaic or renewable energy systems, kitchen and other appliances, smoke/heat/fire/carbon monoxide and intruder alarms, above-ground and underground drainage systems, etc. The surveyor will not confirm whether service installations or appliances comply with the relevant Regulations but if he or she identifies or suspects an obvious and significant problem or defect, he or she will indicate what action you must take in response to this.
- **Test fireplaces, fires, stoves, flues, flue liners, etc** and he/she cannot confirm whether they are serviceable, safe to use or whether they comply with the relevant Regulations.
- **Examine or report on temporary structures or leisure facilities**, such as sheds, greenhouses, tennis courts, swimming pools and hot tubs (including their heating and filtration equipment), other garden and landscaping/water features, etc. Areas beyond the immediate garden, such as paddocks, pastures or amenity land are outside the scope of the survey and will not be inspected or reported on.
- **Carry out tests** for radon or other naturally occurring gases, atmospheric pollution, contaminated land, or tests to confirm the existence or strength of electro-magnetic fields (EMF).
- **Carry out an asbestos survey** and will not be acting as an asbestos inspector, within the meaning of The Control of Asbestos in the Workplace Regulations 2012, SI 2012 No. 632. Advice on asbestos is beyond the scope of the Level 2 ISVA HomeSurvey but if the surveyor believes that Asbestos Containing Materials may be present in the property, this will be reported, and advice given as to what action should be taken. In the case of flats, it will be assumed that there is a 'Dutyholder', as defined in the Regulations and that a Register of Asbestos and an effective Management Plan are in place. In the absence of specific information to the contrary, it will also be assumed that no immediate expenditure is required, and that the materials do not pose a significant risk to health. No enquiries of the Dutyholder will be made. If you have concerns relating to asbestos, you must instruct a licensed specialist to take and analyse samples of suspect materials, to advise you of actions you must take, and to confirm the likely costs of required works.
- **Verify compliance** with Building Regulations, Town and Country Planning Acts or Regulations relating to Conservation Areas and Listed Buildings. The surveyor will not undertake research or investigations relating to development plans and planning policy in the area.
- **Perform or comment on design or structural calculations.**
- **Provide cost estimates** in relation to required repairs or other works (unless this has been agreed and confirmed in writing, between the client and the surveyor, as a separate/additional service).
- **Provide measuring services** (unless this has been agreed and confirmed in writing between the client and the surveyor, as a separate/additional service).
- **Provide an insurance reinstatement cost assessment** (unless the provision of this service has been agreed and confirmed in writing between the client and the surveyor, as a separate/additional service).

If you decide to commission this separate/additional service, the reinstatement cost estimate will help you to decide how much buildings insurance will be required for the property. If this service is to be provided, the surveyor will estimate the cost of rebuilding an average home of the type inspected, to its existing standard, but using modern materials and techniques and in accordance with current Building Regulations and other statutory requirements. The sum will include the cost of rebuilding any garage and other permanent outbuildings, boundary structures, retaining walls, etc. and will include allowances for site clearance and professional fees (but in accordance with standard practice, it will exclude VAT, except on professional fees). The figure will exclude the cost of rebuilding leisure facilities, such as swimming pools, tennis courts, etc. The client must understand the need to review the reinstatement cost annually, and on completion of any significant alterations or extension of the property.

- **Verify the council tax liability**, relating to the property.
- **Confirm the availability of mobile phone signals, internet, cable TV** and other such services, in the locality.

## **YOUR LEGAL ADVISER'S DUTIES**

The surveyor will not advise on legal issues or documents, but the report might identify issues that your legal adviser must investigate, check and advise you on, before exchange of contracts. In addition to his/her other duties, it will be the responsibility of your legal adviser to:

- Confirm the type of tenure and to confirm whether property is affected by any onerous or restrictive covenants.
- Identify and advise on any liabilities relating to the upkeep (and positioning) of the boundary walls and fences, underground drains, roads, passageways, and the existence of rights of way, etc.
- Check that Building Regulations Approvals, Compliance Certificates and Planning Permissions have been obtained in relation to any alterations, extensions, etc.
- Confirm whether the property (or any part of the property) is covered by guarantees, warranties, or professional consultants' certificates (PCCs), etc.
- Obtain an Environmental Survey.

## **NATURE AND SOURCE OF INFORMATION TO BE RELIED UPON**

In producing the report, the surveyor will rely on various pieces of information that will have been supplied orally or in writing by the client, the estate agent or the vendor (in the form of a completed Vendor Questionnaire, for example), etc. Such information could relate to the history of the property, its tenure, works undertaken historically, tenancies/possession, outgoings, guarantees or warranties, etc. The surveyor will assume that this information is correct and will be entitled to rely upon it without further verification, unless he or she has good reason to believe that it is incorrect (in which case, this will be stated in the report, and a recommendation will be made for further investigations and checks by your legal adviser, etc.).

If the surveyor needs to seek material assistance or information from others in relation to any aspect of the Level 2 ISVA HomeSurvey, the nature of the assistance and the extent of reliance shall be agreed and recorded.

## **THE SURVEYOR'S ASSUMPTIONS, RELATING TO THE LEVEL 2 ISVA HOMESURVEY (WHERE APPLICABLE).**

The surveyor will consider whether each of the following assumptions are reasonable, according to the circumstances in each particular case but, unless otherwise stated in the report, the surveyor will assume that:

- No significant defects (that would be categorised as 'Urgent Repairs' or 'Matters Requiring Further Investigation', in the surveyor's report) would be revealed by later exposure/inspection of any parts of the property that could not be inspected.
- No hazardous materials or building techniques were employed in the construction of the property (or in subsequent alterations or refurbishment) including, for example, high-alumina cement concrete (HAC), calcium chloride additives, asbestos and other potentially deleterious materials, such as meta-sedimentary aggregates and mundic. However, the surveyor will comment in the report if, in his or her view there is a possibility that deleterious material exists within the property and, according to the circumstances, he/she may recommend that specific enquiries be made by your legal adviser or that investigations and tests be carried out by an appropriate specialist, before exchange of contracts.
- In relation to any form of external wall system (cladding), that a Fire Safety Certificate has been issued by an assessor registered with a Fire Risk Assessment Competency Council approved body, which confirms that the panel system is satisfactory, following completion of all appropriate tests. It is essential that you, with the assistance of your legal adviser, obtain a copy of this document and that you satisfy yourselves that it is acceptable.
- There is no contamination in or from the ground and that the ground is not land-filled or subject to slippage, and has not been subject to mineral extraction, mining, etc.
- That the property is not affected by Radon gas.
- The property is connected to and has the right to use the mains services, as reported, on normal terms.
- The roads and sewers serving the property are adopted by the local authority.



- Buildings insurance is available on standard terms.
- The property is freehold (or leasehold with an unexpired lease term of at least 85 years, in the case of flats or maisonettes) and that vacant possession is to be provided. If the property is a flat or maisonette, additional Terms of Engagement and Surveyor's Assumptions will apply to the Level 2 ISVA HomeSurvey, which are set out in the attached, supplementary document "ISVA HomeSurvey Appendix – Flats/Leasehold property".
- Access to the property is available, as of right, and on terms that are known and acceptable to the client.
- The property is not affected by any unusual or onerous restrictions, obligations, covenants, outgoings, or other adverse factors that would be revealed by the usual legal enquiries, and that could affect the reasonable enjoyment, saleability or mortgageability of the property.
- That the property is unaffected by any adverse matters that 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.
- All necessary Planning Permissions, Building Regulations and other approvals, certifications, etc. have been obtained and complied-with, including with regard to alterations, extensions, etc. The surveyor will not verify whether such consents have been obtained and appropriate enquiries and checks must be made by the client or the client's legal advisers. Related drawings and specifications, etc. will not be inspected or reported on by the surveyor, unless this has been previously agreed, as a separate/additional service.
- Any newly or recently built, converted/refurbished or extended property has or will have the benefit of a valid and satisfactory 10-year building warranty (such as NHBC Buildmark warranty) or a Professional Consultant's Certificate. It is essential that you, with the assistance of your legal adviser, obtain these documents before exchange of contracts and satisfy yourselves that they are satisfactory.
- The property is not being sold with sales incentives of any kind.

**IT WILL BE YOUR RESPONSIBILITY TO LIAISE WITH YOUR LEGAL ADVISERS AND TO NOTIFY THE SURVEYOR OF ANY MATERIAL FACTS THAT CONFLICT WITH ANY ASSUMPTIONS MADE HERE OR IN THE REPORT, BEFORE MAKING A LEGAL COMMITMENT TO THE PURCHASE. SUCH MATTERS MIGHT HAVE AN ADVERSE EFFECT ON ANY ADVICE GIVEN BY THE SURVEYOR OR ON FUTURE SALEABILITY.**

## **RICS REGULATION & COMPLIANCE**

The Level 2 ISVA HomeSurvey report (and the surveyor's file) may be subject to monitoring by RICS, to ensure compliance with RICS Standards and Rules of Conduct.

### **Retention of Documents**

David Carver Associates Ltd. will retain all files and documents for a reasonable period, which, in any event, will be not less than 6 years after the completion or termination of the service(s). These documents will be securely stored and available for future inspection, if required, for up to 15 years.

### **Fees and the RICS Clients' Money Protection Scheme**

You agree to pay the agreed surveyor's fee (together with any other charges that have been agreed in writing), prior to the delivery of the completed report. Your payment will be regarded as 'fees in advance' and as such, it will not be protected by the RICS Clients' Money Protection Scheme. (This scheme is designed to protect monies held by surveying firms on behalf of clients, such as rental payments, tenancy deposits, service charges, etc.)

### **Disclosure (Conflict of Interests)**

Where David Carver Associates Ltd establishes, after enquiries have been completed, that it has had a previous involvement with the property or a party currently involved in the property transaction (other than the client) the instructions will be declined, if a conflict of interests could arise. Where previous involvement may give rise only to a perceived conflict of interests, limited disclosure will be made to the client and a mutual decision will be made as to whether the surveyor will proceed.

David Carver Associates Ltd. is an independent company and will act independently of all other companies and parties involved in the sale/purchase of the property. David Carver Associates Ltd. fulfils the requirements of RICS, which are designed to ensure that the client will receive an impartial, independent, and transparent service from the appointed surveyor. If you have any concerns relating to a potential conflict of interests, please contact the surveyor immediately.

### **Complaints handling procedure**

The surveyor will operate a complaints procedure and will supply a copy, upon request. This will enable you to direct your complaint to the right place and will provide details of the redress scheme to which the complaint will be referred, if an agreement cannot be reached between you and the surveyor.

### **Referral fees**

David Carver Associates Ltd. does not pay a referral fee (and does not provide any form of incentive or reward) to any party who may have recommended or introduced the company.

### **GENERAL DATA PROTECTION REGULATIONS**

Please note the contents of the David Carver Associates Ltd. Privacy Notice, which is available at <https://www.davidcarverassociates.co.uk/privacy-policy-sp-100.htm>. As required by the Data Protection Act 2018, the Privacy Notice confirms the ways in which the company will handle and store your data.

## **Terms of Engagement and Scope of Works**

### **Appendix Relating to Flats and Leasehold Properties**

In addition to the standard Terms of Engagement and Scope of Works that relate to the Level 2 ISVA HomeSurvey, the following, supplementary Terms of Engagement and Scope of Works will apply to flats, maisonettes, and leasehold properties.

#### **THE SCOPE OF THE SURVEY**

- If the surveyor is inspecting a flat in a large block, the external inspection will be restricted to the part of the development in which the subject flat is located (and the immediately adjacent grounds). However, general comments relating to other, adjoining areas will be included in the report if obvious, related issues become apparent to the surveyor and if he or she considers their inclusion in the report to be necessary and appropriate.
- Unless otherwise agreed in writing between the client and the surveyor, a roof space or flat roof will be inspected only if it is safely and readily accessible from a hatch that located is inside the subject flat, using a 3-metre surveyor's ladder.
- The surveyor will make general comments relating to any communal areas, including staircases and hallways, but will only comment on those parts that are used to obtain access to the subject flat.
- Communal services such as lifts, drains, security/fire alarm systems, lighting and heating/water systems will be noted but not tested, and the surveyor will not confirm whether such features comply with the relevant regulations. Unless otherwise stated in the report, the drainage system will not be inspected. Shared leisure facilities such as swimming pools, tennis courts, etc. will not be reported on.

#### **YOUR LEGAL ADVISER'S DUTIES:**

The surveyor will not advise on legal issues or documents, but the report might identify issues that your legal adviser must investigate, check, and advise you upon, before exchange of contracts. In addition to his/her other duties, it will be the responsibility of your legal adviser to:

- To make the necessary enquiries of the freeholder or management company, if any, to confirm the length of the lease, the amount of any ground rent, any ground rent review mechanism, the service charge, the reserve fund contribution, and to identify the services that are included in the service charge (e.g., external maintenance, cleaning of communal areas, buildings insurance, management fees etc.).
- To examine and advise you in relation to service charge accounts and published maintenance budgets, etc.
- To make enquiries of the freeholder or management company, and to confirm whether any works are currently in hand or are proposed, towards which you might be required to contribute a proportion of the cost.
- To provide legal advice on and interpretation of the lease, including the repairing covenants and those relating to the service/maintenance charges and any other charges that will be payable by you.

#### **THE SURVEYOR'S ASSUMPTIONS:**

The surveyor will consider whether each of the following assumptions are reasonable, according to the circumstances in each particular case but, unless otherwise stated in the report, the surveyor will assume that:



- Where there are six or more flats in the building, the property is professionally managed by the freeholder or by a professional managing agent.
- The lease term has at least 85 years unexpired.
- All the leases are the same, in all important respects, if there is more than one leaseholder.
- The lease provides rights of access over all communal roadways, corridors, stairways etc; as well as rights to use any communal grounds, parking areas, and other facilities.
- The building is comprehensively insured on a 'block' policy and that the sum insured has been calculated (and reviewed periodically) by a Chartered Quantity Surveyor, or other suitably qualified person.
- There are no onerous terms in the lease that might affect the value, saleability or mortgageability of the property, that the ground rent is a nominal amount and is not subject to unduly onerous/punitive review terms and that the lease does not demand the payment of charges in exchange for freeholder's consent to undertake extensions, alterations, etc.
- There are no ongoing disputes, claims or lawsuits between the building managers, freeholder, or leaseholders, which could affect your future use and enjoyment of the property, its saleability, or the smooth running of the development.
- The costs of repairs to the building are shared among the lessees on an equitable basis.