



# ISVA HomeSurvey

## Terms of Engagement

The survey will be carried out by a member of the Independent Surveyors' and Valuers Association (ISVA) who is an experienced Chartered Surveyor (i.e. a Fellow or Member of the Royal Institution of Chartered Surveyors - RICS). It is only suitable for properties located in England or Wales.

This document and covering letter form the basis of an agreement between you and your surveyor and is designed to make you aware of what the surveyor will and will not do when carrying out an ISVA HomeSurvey. It also outlines some of the assumptions that he or she will make in the report. **If there are any points that you do not understand or would like to clarify, it is important that you contact your surveyor before confirming your instructions.**

### **THE REPORT FORMAT**

**The HomeSurvey is a concise survey report that will include advice on the general condition of the property - although it is not as detailed as a Building Survey.** This survey is broadly equivalent to an 'RICS Survey Level 2' service, which is described in the accompanying leaflet, 'Choosing Between Survey Types'. The report format is divided into numbered sections and will comment upon those significant defects and shortcomings that might affect your decision to purchase. Close to the beginning, the report includes the "Surveyor's Overall Opinion", which is a general overview of the property. At the end, the "Summary of Condition and Recommendations" brings together the most important findings under three headings:

**Urgent Repairs:** These are matters that, in the opinion of the surveyor, should be remedied as soon as possible.

**Matters Requiring Further Investigation or Action:** These are matters that, in the opinion of the surveyor, will require further investigation or action before you make a legal commitment to the purchase.

**Maintenance Issues and Other Recommendations:** These are items that, in the opinion of the surveyor, are not urgent but may have an impact on the performance of the building and could affect purchase negotiations.

### **SUITABILITY OF THE PROPERTY**

The ISVA HomeSurvey is suitable for most properties of traditional construction and design but it may not be suitable for very old and/or large properties, properties of a non-traditional design and construction or properties that have been substantially altered or extended. A Building Survey would involve a longer, more detailed inspection and would provide a more comprehensive report. If in doubt as to which survey type is the most suitable, you should discuss this with your surveyor before confirming your instructions.

### **THE SURVEYOR'S LIABILITY**

The report is confidential to you and your immediate professional advisers. No liability to third parties can be accepted under any circumstances. Furthermore, the report is not to be used for the purposes of obtaining mortgage funding or loans. The report may not be published, reproduced or referred-to in any way without the prior written approval of the surveyor.

Before a legal commitment is made to purchase the property (i.e. before you exchange contracts) you must obtain quotations for any works recommended by the surveyor and must take any other action recommended in the report. Any verbal or other information given by the Surveyor before you receive the full report should not be construed as a 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.

The surveyor will undertake the survey on behalf of David Carver Associates Ltd. and liability for error, omission, advice or action rests solely with the surveying practice. No contract will exist between 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.

Furthermore, 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.

The report will be delivered in writing, as soon as reasonably possible after completing our inspection and investigations.

### **COMPLAINTS HANDLING PROCEDURE**

The surveyor operates a complaints procedure and will supply a copy, upon request.

### **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 causing damage for which the surveyor might become liable. Consequently, the surveyor will not move large or heavy items of furniture, or lift fitted floor coverings, will not take up floorboards and will not move/remove stored items from cupboards or roof voids. The surveyor will not make holes in walls or internal plaster and will not open up hatches that are fixed with screws, seized or sealed with paint. Within the scope of the ISVA HomeSurvey, no comments will be made in respect of any 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 restrictions in carrying out the survey will be referred to in the report. Where the surveyor is unable to reach a conclusion with reasonable confidence, a recommendation for further investigation may be necessary.

### **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. Roof spaces of houses and bungalows and flat roofs will be inspected, if safe and ready access is possible, using a three-metre surveyor's ladder. In recent years, many roof spaces have been insulated using thick insulation material. Usually, it is not safe to walk on the ceiling joists when this material is in place without crawling boards and it may therefore restrict inspection of the roof space, as a result.
- Inspect the exterior of the building from ground level; both from within the boundaries of the property and from any immediately adjacent public areas, using binoculars and, where necessary, with the use of a three-metre ladder. The interior will be inspected within the limitations referred to later in this document.
- Check for dampness, in vulnerable areas, using a moisture meter.
- Provide general comments on the location of the property but will not report specifically on levels of noise affecting the property, as sensitivity to noise tends to be subjective.
- Attempt to open a sample of the windows and doors (assuming keys are available to any locks). For example, this might include one on each side of the dwelling or one of each window or door type where there is a variety.
- Lift drainage standard, lightweight manhole covers when surveying houses, where these are readily accessible and where it is safe and possible to do so without the use of specialist lifting equipment and without causing damage or risking injury. Covers fixed with screws or bolts will not be lifted.

- Provide general comments on the visible parts of the gas, electrical, heating, water and drainage installations, including water storage tanks and boilers where it is reasonable and practicable to do so. However, the surveyor will not test the service installations, gas appliances, stoves, fireplaces, kitchen appliances, etc. and will not confirm whether they are serviceable or compliant with the relevant Regulations. If the surveyor identifies or suspects an obvious problem or defect, advice will be given as to what action should be taken.
- Inspect paths, drives, fences, walls (including earth-retaining walls), etc. and permanent outbuildings such as garages. Comments will be made in relation to any trees or plants that might adversely impact upon the property.
- Summarise any defects or issues that pose a risk to the building or the grounds or that pose a safety or health hazard to people.
- Make preliminary checks on publicly available information relating to environmental issues. If the surveyor suspects there to be an issue, further enquiries will be recommended. In all cases you are advised to obtain an environmental report via your legal adviser.

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

- Open up or inspect parts of the building that are covered, unexposed or inaccessible. The surveyor will not enter sub-floor voids and will not remove or disturb insulating material within the roof void.
- Raise fitted or fixed-down floor coverings.
- Test the services (including the electrical, gas, heating, water and drainage systems, kitchen appliances, broadband/internet, security systems, etc.).
- Carry out excavations to expose foundations or open up wall cavities and expose cavity wall ties.
- Examine temporary structures or leisure facilities such as sheds, greenhouses, swimming pools or other garden features.
- Test fireplaces, fires, stoves or the internal parts of chimney flues or flue liners,
- Make enquiries concerning mining, land stability, contamination and other environmental issues. If the surveyor suspects there to be an issue, further enquiries will be recommended.
- Carry out tests for radon or other naturally occurring gases.
- 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 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, which do not require any immediate expenditure, and that the materials do not pose a significant risk to health. No enquiries of the Dutyholder will be made.
- Verify compliance with Building Regulations, Town and Country Planning Acts or regulations concerning Conservation Areas and Listed Buildings.

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

In addition to his/her other duties, it will be the responsibility of your legal adviser to:

- Confirm the type of tenure and to verify whether there are any onerous or restrictive covenants.
- Check that Building Control Approvals and Planning Permissions have been obtained in relation to any alterations, extensions, etc.
- Obtain an environmental search, where appropriate.

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

In producing the report, the surveyor will rely on various pieces of information supplied by the client, the estate agent and/or the vendor, in relation to the property, its tenure, tenancies/possession, history, etc. The surveyor will assume that this information is correct unless he/she has good reason to believe otherwise, in which case, this will be stated in the report.

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

### **ASSUMPTIONS RELATING TO THE ISVA HOMESURVEY (WHERE APPLICABLE)**

Unless otherwise stated in the report, the surveyor will assume that:

- No significant defects would be revealed by later exposure/inspection of those areas that could not be inspected.
- No hazardous materials or building techniques have been employed in the construction of the property (or in subsequent alterations) such as high alumina cement concrete, calcium chloride additives, asbestos or other potentially deleterious material such as meta-sedimentary aggregates and mundic.
- There is no contamination in or from the ground and that the ground is not land-filled or subject to slippage.
- The property is connected to, and there is the right to use, the mains services reported on normal terms.
- The roads and sewers serving the property are adopted by the local authority.
- Buildings insurance is available on standard terms.

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

### **RE-INSTATEMENT COST FOR BUILDING INSURANCE PURPOSES (if requested and agreed).**

If this service requested and agreed, it will provide an indication of the cost of rebuilding an average home, of the type inspected to its existing standard, using modern materials and techniques and in accordance with current Building Regulations and other statutory requirements. The sum will include site clearance and professional fees but will exclude VAT (except on fees). The figure will also exclude leisure facilities such as swimming pools, etc.

### **RICS STANDARDS AND MONITORING**

The HomeSurvey report may be subject to monitoring by the RICS to ensure compliance to RICS Regulation.

Note: Your payment for the ISVA HomeSurvey will be regarded as fees in advance. The Surveyor does not operate a Clients' Account and your payment will not be protected by the RICS Clients' Money Protection Scheme. (In general, this scheme is designed to protect monies held on behalf of clients, such as rental payments, service charge payments, etc.).

## **FLATS, MAISONNETTES & LEASEHOLD PROPERTIES**

In addition to the standard Terms of Engagement outlined above, the following Terms will apply to flats, maisonettes and other leasehold properties:

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

- Unless otherwise stated, the surveyor's external inspection will be restricted to those parts of the building that contain the subject flat and only general comments will be made.
- Unless otherwise agreed by the surveyor, a roof space will only be inspected if it is safely and readily accessible from a hatch that is inside the subject flat.
- General comments only will be made in respect of any common areas such as staircases and hallways and only where they are used to obtain access to the subject flat. Communal services such as lifts, drains, security, fire alarm systems, lighting and heating will not be inspected or tested. Unless otherwise stated, the drainage system will not be inspected. Shared leisure facilities such as swimming pools and tennis courts will not be reported upon.

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

It will be your legal adviser's responsibility 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 and service charge and to identify all services included within the service charge (e.g. external maintenance, cleaning of communal areas, buildings insurance, management fees, etc.).
- Make enquiries of the freeholder or management company, to confirm whether any works are currently in hand or proposed for the future for which you may become financially liable.

### **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 managing agent.
- The lease has at least 85 years still to run.
- 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 by a Chartered Quantity Surveyor (or other suitably qualified person).
- There are no onerous terms in the lease that might affect the value of the property - and that the ground rent is a nominal amount.
- 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.