
TERMS OF ENGAGEMENT AND SCOPE OF WORKS

for a

'LEVEL 3' RESIDENTIAL BUILDING SURVEY

on

.....

It is David Carver Associates Ltd.'s intention to provide sound, independent, professional advice, which will enable you to make the right decision in relation to your proposed purchase of a residential property. The surveyor will endeavour to submit a comprehensive report, in any easy to read format, which will identify significant defects and wants or repair, together with forthcoming maintenance issues. The report is designed to enable you to make an informed decision as to whether or not you should proceed with the purchase of the property.

The survey will be completed by David Carver BSc FRICS, who is a Chartered Surveyor and a Fellow of the Royal Institution of Chartered Surveyors (RICS), who has the required skills, knowledge, and experience to undertake residential 'Level 3' Building Surveys, in the locality of the subject property.

This service will be delivered in accordance with the RICS Home Survey Professional Statement (1st 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/buying/helping-you-choose-the-right-survey/?utm_source=find_out_more

This 'Terms of Engagement and Scope of Works' document (together with the covering Engagement Letter) form the basis of a legally binding agreement between you and David Carver Associates Ltd. This being the case, you should take legal advice, before agreeing to these terms.

This document is designed to make you aware of the things that the surveyor will and will not do, when undertaking a Level 3 Building Survey on the property, but it also outlines some of the assumptions that the surveyor will make, when compiling the report. In the event of any conflict between these Terms of Engagement and the accompanying Engagement Letter, the Engagement Letter will prevail. **If there are any points that you do not understand or that you would like to clarify, it is important that you contact David Carver Associates Ltd. before confirming your instructions.**

THE REPORT FORMAT.

The surveyor will provide a property-specific Level 3 Building Survey report, which will:

- Describe the form of construction and materials used in the construction of the property.
- Describe the condition of the property and will assess the relative importance of the various defects/problems reported.
- Report on any identifiable risk of hidden defects, in areas not inspected (and will tell you what action you should take in the circumstances - and the surveyor might recommend further investigation of such issues, by others).



- Propose the most probable cause(s) of defects, based on the surveyor's inspection and experience, and will outline the likely scope and recommended timing of any necessary repairs (and, if the defects are serious, explain the likely consequences of failing to follow any of the recommendations made).
- Report on future, general maintenance requirements, and identify any elements that could result in more frequent and/or costly maintenance than might ordinarily be expected.

The report will be divided into numbered sections, in which the surveyor will comment on the significant defects and shortcomings that in his opinion, might affect your decision to purchase. Close to the beginning, Section 3 of the report is the 'Overall Opinion & Priority Matters', and this provides the surveyor's general overview of the property, and sets out 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 after you have completed the purchase of the property.

Matters Requiring Further Investigation or Action: These are urgent matters which, in the opinion of the surveyor, must be further investigated or actioned and concluded, before you make a legal commitment to the purchase.

Maintenance Issues and Other Recommendations: These are maintenance items and other issues which, in the opinion of the surveyor, are not urgent, but could have an impact on the performance of the building and which might affect purchase negotiations.

However, the report will not include a Market Valuation of the property and (unless the provision of this service has been agreed and confirmed in writing as a separate/additional service, it will not include a buildings insurance reinstatement cost assessment).

THE SUITABILITY OF THE PROPERTY

The Level 3 Building Survey is suitable for all types of buildings, although it is almost certain to be appropriate if the property is very old, Listed, if it requires extensive repair, or if it was not constructed using traditional building methods and materials. If you are in doubt as to which survey type is the most appropriate for your property purchase, you must discuss this with your surveyor before confirming your instructions.

THE SURVEYOR'S LIABILITY

The report is confidential to you and your immediate professional advisers. David Carver Associates Ltd. accepts no responsibility 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 you, 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 named client(s).

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 of the statements and opinions contained in the report (and those expressed in subsequent correspondence or telephone conversations) will be given entirely on behalf of the Entity, which accepts sole responsibility for them. 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 these Terms of Engagement and Scope of Works, relating to the Level 3 Building Survey.

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 the purchase of 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). This is so that you are able to reliably gauge the full extent, nature, and cost of the required works before making a legally-binding commitment to the property purchase.

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 surveyor WILL:

- **Undertake a general, surface inspection of those parts of the property that are *reasonably accessible*.** A residential survey demands a sensitive and practical approach and, 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 extent of the inspection will depend upon a range of specific circumstances (including Health and Safety considerations) and whilst the inspection 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 the inspection and on the surveyor's ability to identify and report defects. However, the surveyor will attempt to move a small number of lightweight, easily moveable, non-fitted items, where it is practicable and safe to do so,

but only in areas where he has good reason to suspect that a concealed defect might exist – and where the owner/occupier gives permission. Inevitably, however, larger volumes of stored items and clutter will more severely affect the extent and fulness of the inspection, and the surveyor's ability to identify defects.

- **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
- **Inspect the exterior of the building** from ground level and from within the boundaries of the property, from any immediately adjacent and accessible public areas, from windows, roof lights, balconies, etc. (using binoculars and, where necessary, from a three-metre ladder). However, the close proximity of nearby buildings or trees might preclude inspection of parts of the roof, chimney stacks, etc. The surveyor will inspect flat roofs, where they may be accessed with due regard to safety, from a surveyor's 3 metre (10ft) ladder and/or from adjoining upper floor window openings, etc. If appropriate, the surveyor will use a camera on a 1m hand-held pole to photograph high level flat roofs (although this will be no substitute for a direct inspection, from close quarters).
- **Examine a representative sample of the accessible and visible timbers**, but it is impossible to examine every part of every timber.
- **Inspect subfloor areas (less than 1.2m high) by means of an inverted 'head and shoulders' inspection** (where it is appropriate and safe to do so, in the opinion of the surveyor, and only if unfixed and appropriately-sized access hatches/panels are provided).
- **Enter unobstructed subfloor voids and cellars that are accessible by means of an uncovered hatch**, but only if it is safe to do so (in the opinion of the surveyor), if the opening is large enough and if the sub-floor void or cellar is deep enough (i.e. deeper than say, 1.2m).
- **Inspect a representative sample of uncovered and readily accessible timbers**, and assess floors for excessive deflection and for instability, using 'heel-drop' tests.
- **Enter and inspect the roof spaces of houses and bungalows** that provide more than 1.2m head height, if it is safe and reasonable (in the opinion of the surveyor) to do so and if they are readily accessible using a three-metre surveyor's ladder or a fitted loft ladder. If it is safely accessible, the surveyor will enter the roof spaces and will inspect the roof structure; paying particular attention to those parts that are vulnerable to deterioration and damage. In recent years, however, the lofts of many homes have been insulated using thick layers of quilted insulation material, laid over the top floor ceiling. In the absence of fixed floorboards or crawling boards, it is not safe for surveyors 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 and his ability to identify defects. Loft insulation will not be removed by the surveyor, to facilitate inspection, although small sections will be lifted in order to determine its thickness, and to establish the nature/condition of the ceiling, underneath.
- **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 (DPCs) are very often concealed within walls and damp-proof membranes (DPMs) are almost always concealed within concrete floor structures. In such cases, the existence, status, and condition of DPCs and DPMs cannot be confirmed.
- **Attempt to open most 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). However, such checks might be restricted by the presence of shutters, possessions on window sills, window boxes, etc.
- **Lift standard, lightweight covers of drainage inspection chambers** when inspecting houses and 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 to the surveyor. Covers fixed with screws or bolts will be lifted if this is practicable. The surveyor will attempt to identify the nature of the drainage system (i.e. whether it is connected to the mains system, or some other) and, where a water supply is available, he will observe water flow. If it is deemed necessary or appropriate, he may pour water into open gulleys or inspection chambers, to help identify underground drainage layouts.

- **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.
- **Observe the normal operation of the service installations in everyday use** (where it is safe to do so and without causing damage) including the sanitary fittings, although in certain circumstances, it may not be possible to fully test the operation of showers. A sample of lights and extractor fans will be turned on and the surveyor will ask the occupier to operate the central heating system. If the property is vacant, however, and/or if water and heating systems have been drained down or disconnected from gas and electricity supplies, etc., the surveyor will not turn-on the services, and it will not be possible to complete the above-mentioned checks.

The surveyor will not confirm whether the service installations are fully serviceable or compliant with the relevant regulations and will not comment on their efficiency. If the surveyor identifies or suspects a problem, inadequacy, or defect, however, he will confirm what action(s) you should take (which might include specialists' tests, investigations and/or inspections, before exchange of contracts). Similarly, such investigations or tests will also be recommended if the occupier does not provide evidence of appropriate/qualified installation and/or maintenance, or if you require further assurance as to the condition, serviceability, and safety of the service installations.

- **Inspect the grounds of the property**, including drives, fences, walls (including earth-retaining walls), paving, steps, gates, etc. and will provide general comments on their condition. Comments will be made in relation to any trees or plants that might adversely affect the property. The inspection will be undertaken from within the boundaries of the property and, where necessary, from publicly accessible land adjacent, or nearby. Permanent outbuildings, such as garages, will be inspected internally and externally (but the inspection might be restricted by stored items, vehicles, etc.). Temporary outbuildings will not be reported on.
- **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, hence you must undertake your own checks and enquiries in this respect, before exchange of contracts).
- **Identify risks** to the building and grounds, as well as risks to the safety and/or health of people, if they are readily visible or identifiable, within the agreed limitations of the inspection. If they are visible, the surveyor will note the presence of any lead water pipes and will provide general advice in relation to the associated risks (and will recommended appropriate actions). However, water pipes are often concealed within the construction of a building or located are underground, hence it is often not possible to definitively rule out the existence of lead pipework.

The surveyor will report the existence of any nearby electrical transformer stations, overhead power lines, mobile phone masts, etc. that are observed within the normal course of the inspection, but he cannot assess or report on any associated, adverse effects that such equipment might have on human health. The surveyor cannot/will not report the existence of any underground cables.

- **Refer to relevant, freely available information relating environmental matters** that affect the property such as, for example, flood risks, geological factors, Radon, former mining activities, etc. In all cases, however, you will be advised to commission a comprehensive Environmental Search and Report, 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 will report any obvious discrepancies between the facts stated in the EPC and his 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 any matters that are noted in the course of the inspection, that will require specific legal advice, investigation, or comment by your legal advisers**, including guarantees, statutory approvals, boundary issues, rights of way or easements, etc.

The Surveyor WILL NOT:

- **Provide an inventory of every single defect**, including those that would not significantly affect the value of the property.
- **Proceed with the whole or part of the inspection** if, at his discretion, upon arrival at the property or later, 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 personal safety. Furthermore, the surveyor will not be responsible, financially, or otherwise, for any resulting and associated delay to the delivery of the report, and to the progress of the buying transaction.
- **Open up, inspect, or report on parts of the building that are covered, unexposed or inaccessible** and will not enter sub-floor voids that are less than 1.2m high.
- **Lift up fitted or fixed-down floor coverings**, fixed floorboards or open-up sealed/secured roof and floor hatches, pipe trunking, etc. (including those that are sealed by paint). However, loose corners of unfitted floor coverings will be lifted, where this is practicable and reasonably possible, without the need to move items of furniture, stored items, etc., in an attempt to identify the form of construction and condition.
- **Make holes** in walls, floors, or other surfaces (to enable inspection of cavities, cavity wall insulation, cavity wall ties, electrical cables, service pipework, damp-proof courses, and membranes, etc.).
- **Purport to express an opinion about, or to advise upon the condition of un-inspected parts** and the report must not be taken as making any implied representation or statement about such parts. The surveyor can give no assurance as to the existence, condition or efficacy of any concealed component part of the building.
- **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.
- **Carry out excavations** to expose foundations, underground drainage, or other service pipework, etc.
- **Undertake specialist tests of the service installations and appliances**, 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 is not qualified to test the

service installations and will not confirm whether they, or the appliances, comply with the relevant Regulations but if he identifies or suspects an obvious and significant problem or defect, he will indicate what action you must take in response to this.

- **Test fireplaces, fires, stoves, flues, flue liners, etc.** The surveyor is not a 'HETAS' or 'Gas Safe' registered installer/engineer, and he will not confirm whether they are serviceable, safe to use, and/or whether they comply with the relevant Regulations.
- **Examine, test 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 1 Building Survey 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 by the client. In the case of flats, it will be assumed that a 'Dutyholder' has been appointed, 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 any aspect.
- **Confirm whether Planning Permissions, Building Regulations approvals, etc. have been obtained** in relation to the property, any extensions and/or alterations, etc. Such checks will be the responsibility of your legal adviser, before exchange of contracts (although the surveyor's report will include a checklist of the relevant alterations and extensions etc. to be checked by the client's legal adviser, in this respect).
- **Undertake research or investigations relating to existing or future development/redevelopment plans, proposals**, and planning policies in the area (and in relation to such matters, you must have regard to the Local Authority Search, and to your Environmental Search and Report).
- **Perform, or comment upon design or structural calculations, plans or specifications.**
- **Provide cost estimates or a detailed schedule of works**, relating to required repairs or other works.
- **Provide a feasibility study**, relating to any proposed extensions or other works.
- **Undertake any of the further investigations, if any, recommended in the report.** It will be your responsibility to ensure that all recommended investigations are completed by a person competent to do so, according to the timescale recommended by the surveyor.
- **Undertake a Fire Risk Assessment** on the property.
- **Provide measuring services** (unless this has been agreed and confirmed in writing between you 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 you and the surveyor, as a separate/additional service). If this additional service is instructed, it will help you to decide how much buildings insurance cover will be required for the property. In undertaking the assessment, 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 assessment will include the cost of reinstating 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 the professional fees). The figure will also exclude the cost of reinstating leisure facilities, such as swimming pools, tennis courts, hot tubs, etc. In providing this service, the surveyor will use the rebuilding cost data provided by the Building Cost Information Service (BCIS). The reinstatement cost (and the adequacy of your buildings insurance cover) must be reviewed regularly/annually, and certainly on completion of any significant alterations or extensions to the property.
- **Verify the council tax liability**, for the property.
- **Confirm the availability and speed 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 will 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 other 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 the property, and 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.
- Commission the usual searches and enquiries, before contract.
- Obtain an Environmental Search and Report.

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 you, the estate agent, and/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 on 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 3 Building Survey, the nature of the assistance and the extent of reliance shall be agreed and recorded.

THE SURVEYOR'S ASSUMPTIONS, RELATING TO THE LEVEL 3 BUILDING SURVEY (WHERE APPLICABLE).

The surveyor will consider whether each of the following assumptions are reasonable, according to the circumstances of 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 opinion, there are reasonable grounds to suspect that deleterious materials might exist within the property and, according to the circumstances, he 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/adequate.
- 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 3 Building Survey, which are set out in the attached, supplementary document "Level 3 Building Survey Terms of Engagement and Scope of Works Appendix for Flats/Leasehold property".
- Access to the property is available, as of right, and on terms that are known and acceptable to you, the client.
- That good title can be shown, and that the property is not affected by any unusual or onerous restrictions, obligations, covenants, outgoing, 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 in relation to alterations, extensions, etc. The surveyor will not verify whether such consents have been obtained and appropriate enquiries and checks must be made by you, the client or by your 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 the 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 that you satisfy yourselves that they are satisfactory/adequate.
- 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 3 Building Survey 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 enquires have been completed, that it has had a previous involvement with the property or a party currently involved in the property transaction (other than you, 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 you, 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 you 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

David Carver Associates Ltd. will aim to provide you with an excellent service. However, if you believe that you have cause for complaint, the company operates a complaints procedure and will supply you with a copy of this

document, 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, in the event that 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 you to the company/surveyor.

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.