

Evans Jones Ltd – Level 3 Building Survey Terms and Conditions

The Service

Our Level 3 Building Survey Service shall be delivered in accordance with the current Edition of the RICS Home Survey Standard professional statement and shall be equivalent to the Level 3 service and will include:

- an inspection of the property (see 'The inspection' below);
- a written report based on the inspection (see 'The report' below);

Evans Jones Ltd aim to give you professional advice to help you to:

- make a reasoned and informed decision on whether to go ahead with buying the property;
- take account of any major repairs or replacements the property needs;
- appreciate any maintenance issues over and above what one would usually expect of a property of this age and type
- consider what further advice you should take before exchanging contracts

The Surveyor

Our service will be delivered by, or under the supervision of a Chartered Building Surveyor who has the skills, knowledge and experience to survey and report on the property. The name of the individual will be confirmed to you prior to inspection.

Prior to our Inspection

Unless you confirm otherwise we will assume that you intend to occupy the property as owner/occupiers and do not intend to complete any significant works. If this is not the case you will confirm this to us prior to our inspection.

If you have any specific concerns about the property you will confirm these to us prior to our inspection.

The Inspection

Refer to the current Edition of the RICS Home Survey Standard professional statement for full details but in summary:

We will inspect the inside and outside of the main building and all permanent outbuildings, but will not force or open up the fabric. We do not take up carpets, floor coverings or floorboards, move furniture, remove the contents of cupboards, remove secured panels or undo electrical fittings. If necessary, we will carry out parts of the inspection when standing at ground level from public property next door. We will not view the property from neighbouring private property. We may use equipment such as a damp-meter, binoculars and torch, and may use a ladder for flat roofs and for hatches no more than three metres above level ground (outside) or floor surfaces (inside) if it is safe to do so.

If it is safe and reasonable to do so, the surveyor will enter the roof space and visually inspect the roof structure with attention paid to those parts vulnerable to deterioration and damage. Although thermal insulation is not moved, small corners may be lifted so its thickness and type, and the nature of the underlying ceiling can be identified (if the surveyor considers it safe to do). The surveyor does not move stored goods or other contents.

In all instances the health and safety of our Surveyor will be the foremost consideration and the inspection will be limited to those areas that our Surveyor, at his/her own discretion and in accordance with Evans Jones Ltd health and safety policy can access safely.

Services to the Property

Refer to the current Edition of the RICS Home Survey Standard professional statement for full details but in summary:

Services are often hidden within the construction of the property and, as a result, only the visible parts of the available services can be inspected. We will not carry out specialist tests, or test or assess the efficiency of electrical, gas, plumbing, heating or drainage installations (or whether they meet current regulations) or the inside condition of any chimney, boiler or other flue.

Outside the Property

Refer to the current Edition of the RICS Home Survey Standard professional statement for full details but in summary:

We will inspect the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use. To inspect these areas, we will walk around the grounds and any neighbouring public property. We will not access neighbouring private property unless written permission is secured by you or your agents in advance.

Buildings with swimming pools and sports facilities are also treated as permanent outbuildings, but the surveyor will not report on the leisure facilities, such as the pool itself and its equipment, landscaping and other facilities (for example, tennis courts and temporary outbuildings).

Flats

When inspecting flats, we will assess the general condition of outside surfaces of the building, as well as its access areas (shared hallways, staircases and so on). We will inspect roof spaces only if we can gain access to them from within the subject property. We will not inspect drains, lifts, fire alarms and security systems.

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Dangerous Materials, Contamination, Planning and Environmental Issues.

We will not make any enquiries about contamination or other environmental dangers. However, if we suspect a problem, we will recommend a further investigation. We will assume that no harmful or dangerous materials have been used in the construction, and do not have a duty to justify making this assumption. However, if the inspection (subject to its limitations) shows that these materials have been used, we will report this and ask for further instructions.

We will not carry out an asbestos survey, and will not act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2006. With flats, we will assume that there is a duty-holder (as defined in the regulations), and that an asbestos register and effective management plan is in place which does not need any immediate payment or present a significant risk to health. We will not consult the duty-holder.

We will not make any enquiries to the Local Planning Authority to establish whether the property is subject to any unusual planning restrictions, planning enforcement orders or whether the property will be affected by any current planning applications or proposals. Where the property has been altered or extended we will assume that the necessary planning approvals have been secured. For the purposes of this document the term 'planning' shall include planning, listed building and conservation area consents.

The Report

We will produce a report of our inspection for you to use, but cannot accept any liability if it is used by anyone else. If you decide not to act on any piece of advice in the report, you do this at your own risk and Evans Jones Ltd cannot be held liable for any loss as a consequence. The intention of the report is to provide you with a detailed understanding of the condition of the property to allow you to make an informed decision on serious or urgent repairs, and on the maintenance of a wide range of reported issues.

In addition we will endeavour to identify significant maintenance considerations over and above what one would expect of a property of the age and type.

Condition ratings - The surveyor gives condition ratings to the main parts (the 'elements') of the main building, garage and some outside elements. The condition ratings are as follows:

- R – Documents we suggest you request before you sign contracts.

- Condition rating 3 – Defects that are serious and/or need to be repaired, replaced or investigated urgently. Failure to do so could risk serious safety issues or severe long-term damage to your property. Written quotations for repairs should be obtained prior to legal commitment to purchase.
- Condition rating 2 – Defects that need repairing or replacing but are not considered to be either serious or urgent. The property must be maintained in the normal way.
- Condition rating 1 – No repair is currently needed. The property must be maintained in the normal way.
- NI – Elements not inspected.

The surveyor notes in the report if it was not possible to check any parts of the property that the inspection would normally cover. If the surveyor is concerned about these parts, the report tells you about any further investigations that are needed.

Energy - The surveyor will state the Energy Efficiency Rating and Environmental Impact Rating as stated on the Energy Performance Certificate for the home, if available but is not responsible for preparing the EPC report itself. Where possible and appropriate, the surveyor will include additional commentary on energy-related matters for the property as a whole in the energy efficiency section of the report, but this is not a formal energy assessment of the building. Checks will be made for any obvious discrepancies between the EPC and the subject property, and the implications will be explained to you. The surveyor will advise on the appropriateness of any energy improvements recommended by the EPC report.

Issues for your legal advisors - The surveyor will not specifically comment on any legal documents or other documents relating to the property.

The surveyor reports on property-related risks or hazards that will include defects that need repairing or elements that require replacing, as well as issues that have existed for a long time and cannot reasonably be changed but may present a health and safety risk or hazard.

Risks – Our report includes a risks section which summarises defects and issues that present a risk to the building or grounds, or a safety risk to people. These may have been reported and condition rated against more than one part of the property, or may be of a more general nature. They may have existed for some time and cannot be reasonably changed. Our survey will explain the nature of the problems and explain how the client may resolve or reduce the risk.

Leasehold Properties - If the property is leasehold, the surveyor will give you general advice and details of questions you should ask your legal advisers.

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Format

The survey report will be delivered in electronic format only. If a hard copy is required this will be subject to additional charge.

Market Valuation

A market valuation is not included within our service.

If you require a valuation of the property this will need to be secured from a separate provider.

Reinstatement Cost

A Reinstatement Cost Assessment is not included within our standard service but can be provided, if required as an additional service.

The 'Reinstatement cost' is the cost of rebuilding an average home of the type and style inspected to its existing standard using modern materials and techniques and in accordance with current Building Regulations and other legal requirements.

This includes the cost of rebuilding any garage, boundary or retaining walls and permanent outbuildings, and clearing the site. It also includes professional fees, but does not include VAT (except on fees).

The Reinstatement cost will help you decide on the amount of buildings insurance cover you will need for the property but is not in any way linked to the 'Market Value' of the property as previously defined.

Budget Costs

Budget costs are not included as part of our standard service but can be provided for an additional fee. Where we have agreed to provide Budget Costs we will provide these for items considered to be of a Condition rating 3. These costs will be simple lump sum figures based on each item being completed as a 'one off' item of work unless stated otherwise. The Budget costs will exclude VAT and make no allowance for professional fees or Local Authority Charges where these apply.

Costs are based on rates experienced on the date of survey and make no allowance for inflation should works be completed at a later date.

Where significant maintenance works are anticipated we may, at our discretion provide budget costs for these items also.

Standard Terms of Engagement

1 The service – the surveyor will provide the standard Full Building Survey Service ('the service') described above unless we agree in writing before the inspection that we will give you additional advice.

2 Before the inspection – you will tell us if there is already an agreed, or proposed, price for the property, and if you have any particular concerns about the property.

3 Terms of payment – you agree to pay our fee and any other charges agreed in writing in full accordance with Evans Jones' Conditions of Engagement current at the point of instruction. You have been provided with a copy of these conditions with the quotation but these are also available to view at <http://www.evansjones.co.uk/company/conditionsofengagement/>

For Residential Surveys we do require payment in full prior to releasing our Survey Report. Payments made before release of our report are not treated as 'client money' so are not subject to the RICS client money protection scheme.

Other than this requirement where there is any conflict between the terms outlined in this document and our conditions of engagement the latter will take precedence.

4 Cancelling this contract – you are entitled to cancel this contract by giving notice to the surveyor's office at any time before the day of the inspection. If you cancel this contract, you will remain liable for any reasonable expenses incurred by Evans Jones between the date of instruction and the date of cancellation.

The surveyor will not provide the service (and will report this to you as soon as possible) if, after arriving at the property, they decide that they lack enough specialist knowledge of the method of construction used to build the property.

If the surveyor cancels this contract, they will explain the reason to you.

5 Liability – the report is provided for your use, and the surveyor cannot accept responsibility if it is used by anyone else.

This report has been prepared by a surveyor in their capacity as an employee or agent of Evans Jones Ltd. The report is the product of Evans Jones Ltd, not of the individual surveyor. All of the statements and opinions contained in this report are expressed entirely on behalf of Evans Jones Ltd, which accepts sole responsibility for them. For their 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

Complaints Handling Procedure

Evans Jones Ltd has a complaints handling procedure which is available to view upon request.

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External Audit

As an RICS regulated firm, external organisations may conduct audit or quality assurance reviews on our practice. Your file may be subject to monitoring and review, and we will need to provide this to RICS on request in accordance with RICS Rules of Conduct for Firms.

Money Back Offer

If after completing our initial inspection of the property we conclude that our Survey Report will recommend that you do not proceed with the purchase we will attempt to contact you to ask you whether you wish us to proceed with our service and, specifically the writing up of our report.

If you instruct us not to proceed we will refund 50% of our fee or, if you have not already paid, we will discount our fee by 50% and issue you with an invoice for payment in accordance with our standard terms.

If you instruct us not to proceed you will receive no form of written report whatsoever.

We will attempt to contact you using your principle contact telephone number only. If you do not answer we will leave a message but it is reliant on you to call us back in a timely manner to benefit from this offer. If we have not received a call back prior to our leaving site we will proceed with writing up our report and the full fee will be payable.

This offer applies only where we conclude that our recommendation will be not to proceed, we call you from site to seek further instruction and you respond whilst we are still on site confirming you do not wish us to proceed.

If, after receiving our report, you decide not to proceed this offer does not apply regardless of the contents of our report or any conclusions you may draw from it

Note: These terms form part of the contract between you and Evans Jones Ltd and in appointing us you agree to and accept these terms unamended.