



Building Survey-Scope

The scope of the Building Survey Service is as set out below;

Based on the inspection as defined below, I am a Chartered Surveyor and I will provide you with a written report that describes my opinion of the visible condition and state of repair of the identified property. I will carry out my duties with the skill and care that can be reasonably expected from an experienced chartered surveyor. We believe that our Building Survey provides a level of service equal to that of a RICS Home Survey Level 3 report.

The Building Survey inspection

This level of service is for people who are seeking a professional opinion about the condition of a property and is based on a detailed assessment. Therefore, my inspection is more extensive than for other levels of service and I will spend a considerable time at the property. I will closely inspect all parts of the dwelling that are accessible and I will assess the interdependence of the different parts of the structure, especially the way in which the roof, walls and floors act together. Where I am concerned about a hidden problem or defect, I will try to identify these and explain the risk they pose and what action you should take.

The extent of an inspection will depend on a range of specific circumstances (including health and safety considerations). The following critical aspects may help you distinguish this from inspections at other levels of service.

The surveyor carefully and thoroughly inspects the inside and outside of the main building and all permanent outbuildings, recording the construction and defects that are evident. This inspection is intended to cover as much of the property as is physically accessible. Where this is not possible, an explanation is provided in the 'Limitations on the inspection' section of the report.

The surveyor does not force or open up the fabric of the building without occupier/owner consent, or if there is a risk of causing personal injury or damage. This includes taking up fitted carpets and fitted floor coverings or floorboards; moving heavy furniture; removing the contents of cupboards, roof spaces, etc. removing secured panels and/or hatches; or undoing electrical fittings.

If necessary the surveyor will have carried out parts of the inspection when standing at ground level from adjoining public property where accessible. This means the extent of the inspection will depend on a range of individual circumstances at the time of inspection, and the surveyor judges each case on an individual basis.

The surveyor uses equipment such as a damp meter, binoculars and torch, and uses a ladder for flat roofs and for hatches no more than 3m 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. In recent years, the roof spaces of many homes have been insulated with tick layers of insulation laid over the ceiling

joists. It is not safe or easy to move across this material and so this will restrict what I can access and see within the roof space so in some cases the inspection will be limited to what I can see from the roof hatch. Although thermal insulation is not moved, small corners should be lifted so its thickness and type, and the nature of underlying ceiling can be identified (if the surveyor considers it safe to do). The surveyor does not move stored goods or other contents.

The surveyor also carries out a desk-top study and makes other enquiries for information about matters affecting the property.

Furniture and occupiers' possessions

I will move lightweight, easily moveable, non-fitted items where practicable, safe and where the owner/occupier gives permission. Appliances will not be accessed or tested.

Services (for example, heating and hot and cold water)

Services are generally hidden within the construction of the property. This means that only the visible parts of the available services can be inspected, and the surveyor does not carry out specialist tests. The visual inspection cannot assess the efficiency or safety of electrical, gas or other energy sources. It also does not investigate plumbing, heating or drainage installations (or whether they meet current regulations); or the internal condition of any chimney, boiler or flue).

The grounds

The surveyor inspects the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use. To inspect these areas, the surveyor walks around the grounds and any neighbouring public property where access can be obtained. Where there are restrictions to access (e.g. a creeper plant prevents closer inspection), these are reported and advice is given on any potential underlying risks that may require further investigation.

Buildings with swimming pools and sports facilities are treated as permanent outbuildings and are therefore inspected, but the surveyor does not report on the leisure facilities, such as the pool itself and its equipment internally and externally, landscaping and other facilities (for example, tennis courts and temporary outbuildings). Such items may be specifically excluded from the inspection.

Flats

When inspecting flats, the surveyor assesses the general condition of the outside surfaces of the building, as well as its access and communal areas (for example, shared hallway and staircases that lead directly to the subject flat) and roof spaces, but only if they are accessible from within are owned by the subject flat or communal areas. The surveyor also inspects (within the identifiable boundary of the subject flat) drains, lifts, fire alarms and security systems, although the surveyor does not carry out any specialist tests other than their normal operation in everyday use.

External wall systems are not inspected. If the surveyor has specific concerns about these items, further investigation will be recommended prior to legal commitment to purchase.

The Building Survey Report

The surveyor produces a report of the inspection results for you to use, but cannot accept any liability if it is used by anyone else. If you decide not to act on the advice in the report, you do this at your own risk. The report is aimed at providing 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.

My report will reflect the thoroughness and detail of the investigation and I will:

- describe the form of construction and materials used for each part of the building in detail and outline their performance characteristics. This is especially important for older and historic buildings
- describe obvious defects and state the identifiable risk of those that may be hidden
- outline remedial options and, if I consider it to be significant, explain the likely consequences if the repairs are not done
- propose a timescale for the necessary work including recommendations for further investigation prior to commitment to purchase (only where appropriate and necessary)
- discuss future maintenance of the property and identify those elements that may result in more frequent and/ or more costly maintenance and repairs than would normally be expected
- identify the nature of risks of the parts that have not been inspected.

I will also make it clear that you should obtain any further advice and quotations I recommend before you enter into a legal commitment to buy the property. Due to the variability of contractors pricing, we do not assess costs of repairs.

Energy

The surveyor has not prepared the Energy Performance Certificate (EPC) as part of the Building Survey. Where the EPC has not been made available by others, the surveyor will obtain the most recent certificate from the appropriate central registry where practicable. If the surveyor has seen the current EPC, they will review and state the relevant energy efficiency rating in this report. 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. As part of the Building Survey, the surveyor will advise on the appropriateness of any energy improvements recommended by the EPC.

Issues For Your Legal Advisors

The surveyor does not act as a legal adviser and does not comment on any legal documents. If, during the inspection, the surveyor identifies issues that your legal advisers may need to investigate further, the surveyor may refer to these in the report (for example, to state you should check whether there is a warranty covering replacement windows).



This report has been prepared by a surveyor merely in their capacity as an employee or agent of a firm, a company or other business entity (“the company”). The report is the product of the Company, not of the individual surveyor. All of the statements and opinions contained in this report are expressed entirely on behalf of the Company, 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.

In the case of sole practitioners, the surveyor may sign the report in their own name, unless the surveyor operates as a sole trader limited liability company.

Nothing in this report excludes or limits liability for death or personal injury (including disease and impairment of mental condition) resulting from negligence.

Risks

This section summarises defects and issues that present a risk to the building or grounds, or a safety risk to people. These may have been reported 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. The Building Survey report will identify risks, explain the nature of the problems and explain how the client may resolve or reduce the risk.

If the property is leasehold, the surveyor gives you general advice and details of questions you should ask your legal advisers.

Assumptions

Unless otherwise expressly agreed with me, while preparing the report I will assume that:

- the property (if for sale) is offered with vacant possession
- the property is connected to mains services with appropriate rights on a basis that is both known and acceptable to you; and
- access to the property is as of right based on terms both known and acceptable to you.

Dangerous materials, contamination and environmental issues

I make no enquiries about contamination or other environmental dangers. If I suspect a problem, I will recommend further investigations.

I will assume that no harmful or dangerous materials have been used in the construction, and I do not have a duty to justify making this assumption. However, if the inspection shows that these materials have been used, I must report this and ask you for further instructions. I do not carry out an asbestos inspection or act as an asbestos inspector when inspecting properties that may fall within the *Control of Asbestos Regulations 2012*.

With flats, I assume there is a ‘duty holder’ (as defined in the Regulations), an asbestos register and an effective management plan all in place and none of these presents a significant risk to health or need any immediate payment. I do not consult the duty holder.

I will note the presence of lead water supply pipes and give general advice if these materials can be seen. However, you must appreciate that materials are often concealed within the construction of the building. If I am concerned about lead pipes I can see, I may recommend a specialist inspection and report.



I will advise if the property is in an area where, based on information published by the Health Protection Agency there is a risk of radon. In such cases, I will advise further tests to establish the precise radon level.

I will advise if there are transformer stations or overhead power lines that I can see during the normal course of the inspection. If present, I cannot assess any possible effect on health. For obvious reasons, I cannot report on any underground cables.

Consents, approvals and searches

I will assume that the property is not subject to any unusual or especially onerous restrictions or covenants, which apply to the structure or affect the reasonable enjoyment of the property.

I will assume that all building regulations, planning permissions and other consents required have been obtained. In the case of new buildings, alterations and extensions which require statutory consents or approvals, I will not verify whether these have been obtained but I will identify where these consents may have been required.

You should ask your legal adviser to follow up on these matters. I will not inspect drawings and specifications unless you specifically ask. I will assume that the property is unaffected by any matters which would be revealed by a local search (or their equivalent in Scotland, Northern Ireland and Wales) 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.

Referral fees

I do not pay a referral fee or equivalent inducement to any party who may have recommended my services to you.

Restriction on disclosure

The report is for your private and confidential use. You must not reproduce it completely or in part. Third parties (with the exception of your professional advisers) cannot use it without my express written authority. Any other persons rely on the report at their own risk. As an RICS member, I may be required to disclose the report to RICS Regulation as part of its work to ensure that RICS professional standards are being maintained.

Complaints

I shall do my very best to provide you with an excellent service. However, if you believe that you have cause for complaint, my company has a complaints procedure, a copy of which can be given to you on request.

This level of service will suit any domestic residential property in any condition, depending on the competence and experience of the practitioner.

Standard Terms of Engagement

1. **The Service** – The surveyor provides the standard Building Survey service described in this section, unless you agree with the surveyor in writing before the inspection that the surveyor will provide extra services. Any extra service will require separate terms of engagement to be entered into with the surveyor. Examples of extra services include:
 - Schedules of works
 - Supervision of works
 - Re-inspection
 - Detailed specific issue reports and
 - Market valuation and reinstatement cost., and
 - Negotiation
2. **The Surveyor** – The service will be provided by an AssocRICS, MRICS or FRICS member of the Royal Institution of Chartered Surveyors (RICS) who has the skills, knowledge and experience to survey and report on the property.
3. **Before the inspection** – Before the inspection, you should tell us if there is already an agreed or proposed price for the property, and if you have any particular concerns about the property (such as crack noted above the bathroom window or any plans for extension). This period forms an important part of the relationship between you and the surveyor. The surveyor will use reasonable endeavours to contact you to discuss your particular concerns regarding the property, and explain (where necessary) the extent and/or limitations of the inspection and report. The surveyor also carried out a desktop study to understand the property better.
4. **Terms of payment** – You agree to pay our fee and any other charges agreed in writing.
5. **Cancelling the contract** – You should seek advice on your obligations under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ('the Regulations') and/or the Consumer Rights Act 2015.
6. **Liability** – The report is provided for your use, and the surveyor cannot accept responsibility if it is used, or relied upon, by anyone else.

Note. These terms form part of the contract between you and the surveyor.

This report is for use in the UK.

Going Green  

Here at The Roger Driver Partnership we are trying to reduce the amount of paper we use; therefore, all reports will be issued electronically unless you let us know that you wish for a paper copy. We have provided you with this option on the Engagement Document issued to you.