

## Building Surveyors NW Ltd.

### Description of the Level 3 Home Survey Service.

The Level 3 Survey (formerly Building Survey) is produced by an RICS surveyor who has written this report for you to use. If you decide not to act on the advice in this report, you do this at your own risk.

The Level 3 Building Survey aims to:

- Help you make a reasoned and informed decision when purchasing the property, or when planning for repairs, maintenance or upgrading of the property;
- provide detailed advice on condition;
- describe the identifiable risk of potential or hidden defects;
- where practicable and agreed, provide an estimate of costs for identified repairs; and
- make recommendations as to any further actions or advice which need to be obtained before committing to purchase.

Any extra services provided that are not covered by the terms and conditions of this report must be covered by a separate contract.

After reading the report you may have comments or questions. If so, please contact the RICS surveyor who has written this report for you (contact details are given in section L).

If you want to complain about the service provided by the RICS surveyor, the surveyor will have an RICS-compliant complaints handling procedure and will give you a copy if you ask.

Where practicable and agreed we report on the likely cost of any work for identified repairs and make recommendations on how these repairs should be carried out. Some maintenance and repairs that we suggest may be expensive.

Purely cosmetic and minor maintenance/repair defects are not generally reported. Although not a definitive figure, we would generally classify repairs and maintenance items costing less than £1,000 to be "minor". The report that we provide is not a warranty or a snagging list.

We only carry out a visual inspection.

Documents you request before you sign contracts. There are usually documents associated with the following elements. Check these documents have been supplied by your solicitor before exchanging contracts.

C Energy Efficiency EPC certificate

E5 HETAS certificate for solid fuel fire or gas safety certificate for gas fire.

F1 Electric test certificate

F2 Gas safety certificate

F4 Heating installation records of service

No liability whatsoever will be accepted for any costs associated with any defect identified within this report and designated as Condition Rating 2 or 3, or any advisory comment recommending further investigations (or further enquiries or specialist advice) if those further investigations are not subsequently carried out before a legal commitment to purchase.

### **Level 3 Survey terms of engagement.**

#### **The inspection**

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

The surveyor does not force or open up the fabric of the property. This includes taking up fitted carpets, 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. Loft hatches will be lifted where it is safe to do so. The Surveyor will not open hatches which are sealed closed (e.g. with screws, nails, glue, sealant, etc), or those which are glazed, those which are located in confined spaces, those which are located directly above staircases or those which are over 3 metres above floor level. The under-floor areas are inspected where there is safe access, but the Surveyor will not lift floorboards which are fixed down. The surveyor will have regard to his or her own safety, the safety of others and risk of damage to the property when deciding whether or not any particular element can be inspected. The surveyor does not move furnishings or personal possessions.

Our external inspection is carried out from ground level and from a 3.0m surveyor's ladder (for single storey flat roofs). If necessary, the surveyor carries out parts of the inspection when standing at ground level from adjoining public property (where such access is available). 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 will have regard to his or her own safety (and the safety of others) when assessing which parts of the property can (or cannot) be inspected. It follows that two storey flat roofs, bay roofs, etc., are often not inspected.

Roof areas will be inspected from ground level or from an available vantage point and the surveyor will carry with him a 3 metre (10ft) long ladder (for single storey flat roofs). This means that the surveyor may be unable to view some roofs, particularly flat roofs of two-storey or higher parts of the building.

The surveyor will try to operate a random selection of doors, windows, etc. The surveyor will not operate all doors and windows. Minor defects (e.g. defective ironmongery) are generally not reported.

The surveyor uses equipment such as a damp-meter, binoculars and a 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. The surveyor also carries out a desk-top study and makes oral enquiries for information about matters affecting the property.

There will be some parts of the building (such as foundations) that the surveyor cannot inspect directly. However, where possible the surveyor will draw secondary inferences from visible defects (such as the pattern of cracking) and inform you if we have reason to suspect that a hidden defect may exist. If it is suspected that hidden defects exist which could have a material effect on the value of the property, the surveyor will so advise and recommend more extensive investigation prior to entering into a legal commitment to purchase.

The surveyor will make one visit to the property. Any further visits will attract additional charges.

### **Services to the property**

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 other than through their normal operation in everyday use. The visual inspection cannot assess the efficiency or safety of electrical, gas or other energy sources; the plumbing, heating or drainage installations (or whether they meet current regulations); or the internal condition of any chimney, boiler or other flue. Intermittent faults of services may not be apparent on the day of inspection.

### **Outside the property (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, 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 therefore are 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).

### **Flats**

When inspecting flats, the surveyor assesses the general condition of outside surfaces of the building, as well as its access and communal areas (for example, shared hallways and staircases) and roof spaces, but only if they are accessible from within the property or communal areas. The surveyor also

inspects (within the identifiable boundary of the flat) drains, lifts, fire alarms and security systems, although the surveyor does not carry out any specialist tests other than through their normal operation in everyday use.

### **Dangerous materials, contamination and environmental issues**

The surveyor does not carry out searches. If the surveyor suspects a problem, he or she recommends further investigation.

The surveyor may assume that no harmful or dangerous materials have been used in the construction, and does not have a duty to justify making this assumption. However, if the inspection shows that these materials have been used, the surveyor will report this. The surveyor does not carry out an asbestos inspection and does not act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2012. With flats, the surveyor assumes that there is a 'duty holder' (as defined in the regulations), and that in place are an asbestos register and an effective management plan which does not present a significant risk to health. The surveyor does not consult the duty holder.

The surveyor does not comment on rodents, insects, etc.

The surveyor will identify invasive species if seen during the inspection. However, the surveyor is not an expert in horticultural matters. Such species often die back in winter and they are often not easily identified.

### **The report**

The surveyor produces a report of the results of inspection 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 maintenance of a wide range of issues reported. Purely cosmetic and minor maintenance defects that have no effect on performance are generally not reported. The report should be construed as an assessment of the overall condition of the (accessible parts of the) property at the time of inspection. It is not an inventory of every single defect, some of which would not significantly affect the value or use of the property. If the report does refer to some minor defects this does not imply that the building is free from other such defects. The report is not a warranty. Minor defects are often not reported and minor defects are generally defined as those costing less than £1,000 to correct.

We note in our report if we are not able to check any parts of the property that the inspection would normally cover. If we are concerned about these parts, the report will tell you about any further investigations that are needed.

We inspect the inside and outside of the main building and all permanent outbuildings, but we do not force or open up the fabric of the building. We also

inspect the parts of the electricity, gas/oil, water, heating and drainage services that can be seen, but we do not test them.

To help describe the condition of the home, we give condition ratings to the main parts (the 'elements') of the building, garage and some parts outside. Some elements can be made up of several different parts.

In the element boxes in sections D, E, F and G, we describe the various parts and give condition ratings at the ends of paragraphs, where relevant. The worst condition rating is recorded at the end of each section (in green, amber or red). The condition ratings are described below. The report covers matters that, in the surveyor's opinion, need to be dealt with urgently or may affect the value of the property.

It is very important that you read this report as a whole. In the main body of the report, we will notify you of the actions that will be required prior to exchange of contracts. Where we have given elements a Condition Rating of 2 or 3, we particularly refer you to the section at the end of the report entitled 'What to do now'. You must make sure that you have all of the repairs needed investigated by reputable contractors so that you are fully aware of their scope and financial implications before you purchase. You should understand that in certain circumstances an item designated as a Condition Rating 2 can deteriorate quite rapidly to a Condition Rating 3.

When an Element comprises one or more distinctive parts e.g. a Flat and a Pitched roof or a Porch and a Conservatory, the condition of all the parts will be described in the report. However, the Condition Rating given will be that which reflects the part in the worst condition. Where part of an Element is not visible, this will be made clear in the 'Limitations to inspection' at the beginning of each element group. The Condition Rating given refers only to the part which could be inspected.

### **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 described as follows:

Condition rating 3 – defects that are serious and/or need to be repaired, replaced or investigated urgently.

Condition rating 2 – defects that need repairing or replacing but are not considered to be either serious or urgent. The property must be repaired and maintained in the normal way.

Condition rating 1 – no repair is currently needed. The property must be repaired and maintained in the normal way.

NI – not inspected.

### **Further investigations**

Further investigations (or specialist advice or further enquiries, etc.) should be obtained prior to legal commitment to purchase the property (see 'What to do now'). We cannot accept any professional liability on any matter where we

have recommended further investigation (etc.) and where that further investigation (etc.) was not done (prior to legal commitment to purchase).

### **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 and condition rated against more than one part of the property or may be of a more general nature, having existed for some time and which cannot reasonably be changed.

### **The service**

The surveyor provides only the standard Level 3 Home Survey Service ('the service') described here, unless you and the surveyor agree 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:

Re-inspection.

Market valuation and re-instatement cost.

### **The surveyor**

The service is to be provided by an AssocRICS, MRICS or FRICS member of the Royal Institution of Chartered Surveyors, who has the skills, knowledge and experience to survey and report on the property.

### **General**

The terms "left" and "right" are relative to facing the element in question. The "left" and "right" elevations are relative to the main entrance of the property.

The report does cover the visible structural condition of the building, but does not include an assessment of compliance with building regulations or building design. We will not list every single superficial defect. This report is not intended to be a snagging list or a warranty.

We carefully and thoroughly inspect the property using our best endeavours to see as much of it as is physically accessible. Where this is not possible an explanation will be provided.

Intermittent faults (e.g. to services) may not be apparent on the day of inspection. Services are subject to a non-destructive visual inspection only. We do not enliven services which are turned off or isolated at the time of our visit (e.g. if gas, electricity, water, etc. in an unoccupied house are turned off).

If we are concerned about parts of the property that the inspection cannot cover, the report will tell you about any further investigations that are needed.

We carry out only a non-destructive visual inspection. This means that we do not take up carpets, floor coverings or floorboards, move furniture or remove

the contents of cupboards. Also, we do not remove secured panels, secured floorboards, or undo electrical fittings.

## **EPC**

The surveyor has not prepared the Energy Performance Certificate (EPC) as part of the Building Survey Service for the property. The surveyor will not check the Energy Efficiency Rating and cannot comment on its accuracy. Where possible and appropriate, the surveyor will include additional commentary on energy related matters for the property as a whole in the relevant section(s) of the report, but this is not a formal energy assessment of the building.

## **Issues for legal advisers**

The surveyor does not act as 'the 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, check whether there is a warranty covering replacement windows). The report has been prepared by a surveyor ('the Employee') on behalf of a firm or company of surveyors ('the Employer'). The statements and opinions expressed in the report are expressed on behalf of the Employer, who accepts full responsibility for these. Without prejudice and separately to the above, the Employee will have no personal liability in respect of any statements and opinions contained in this report, which shall at all times remain the sole responsibility of the Employer to the exclusion of the Employee. In the case of sole practitioners, the surveyor may produce the report in his or her own name unless the surveyor operates as a sole trader limited liability company. To the extent that any part of this notification is a restriction of liability within the meaning of the Unfair Contract Terms Act 1977 it does not apply to death or personal injury resulting from negligence. If the property is leasehold, the surveyor gives you general advice and details of questions you should ask your legal advisers. This general advice is given in the 'Leasehold properties advice' document.

## **Valuation terms of engagement (where instructed as an additional service).**

The purpose for which the valuation service is required shall be to provide an opinion of the value of the Freehold/Leasehold interest in the property (as specified by the client). The valuation is provided for the stated purpose only.

The valuation (including the inspection and the report) will be undertaken by Jonathan Higginson MRICS, MCABE, who is a Chartered Surveyor and a Registered Valuer. It is confirmed that the Valuer has the professional status, knowledge and experience to carry out the service.

The valuation will be undertaken in accordance with the latest version of the Royal Institution of Chartered Surveyors (RICS) Valuation Professional Standards. Compliance with RICS Valuation - Professional Standards may be subject to monitoring under the Institution's conduct & disciplinary regulations.

It is confirmed that the Valuer has no interest in the property or any other conflict that will prevent the valuation being undertaken.

Unless otherwise specifically agreed in writing, the value advised by the Valuer shall be in accordance with one or more of the following definitions:-

**Market Value (MV).** "The estimated amount for which an asset or liability should exchange on the valuation date, between a willing buyer and a willing seller, in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".

**Market Rent (MR).** "The estimated amount for which an interest in real property should be leased on the valuation date, between a willing lessor and a willing lessee on appropriate lease terms, in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".

**Projected Market Value (PMV).** "The estimated amount for which an asset or liability is expected to exchange at a date after the valuation date and specified by the Valuer, between a willing buyer and a willing seller, in an arm's length transaction, after proper marketing and where the parties have each acted knowledgeably, prudently and without compulsion."

**Insurance Value.** The reinstatement cost figure for permanent buildings is provided for insurance purposes and is not directly related to market value of the property.

Unless the surveyor has access to particular cost information relating to the property or the locality, the reinstatement cost will be calculated by reference to the Indices and Guidance published by the Building Costs Information Service. The figure stated will only include value added tax on professional fees not on building costs and will not take into account other potential or consequential losses such as costs of alternative accommodation. The reinstatement cost should be revised annually or when any significant alterations or extensions are undertaken. Where a flat is the subject of the inspection the figure which will be given will be for the subject property only and it will be assumed that the client's legal adviser will confirm what appropriate alternative arrangements will require to be made. N.B. An explanation of the definitions is available from the Valuer's office if requested.

All monetary values will be quoted in pounds sterling.

The Valuer shall have regard to apparent state of repair and condition of the property, so far as the structure and fabric are accessible. However, a valuation of a property is not a report upon condition (such as a level 2 or 3 survey). The Valuer will be entitled to assume that an inspection of inaccessible areas would not reveal defects of significant magnitude to require him to make a material adjustment to the valuation.



In the course of his report the surveyor will draw attention to communal aspects of flats and will comment upon shared driveways etc., but only to the extent where these may have an effect upon value.

The date of valuation will be deemed to be the date on which the inspection was made unless otherwise stated.

The Valuer, unless otherwise expressly agreed, will rely upon information provided to him by the client or the client's legal or other professional advisers relating to tenure, tenancies and other relevant matters.

In preparing the valuation report, the following assumptions will be made:-

1. That no high alumina cement, concrete or calcium chloride additive, or other potential deleterious materials was used in the construction of the property or has since been incorporated,
2. That the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoing and that good title can be shown,
3. That the property and its value are unaffected by any matters which would be revealed by a local search and replies to the unusual enquiries or by any statutory notice and that neither the property nor its condition nor its use nor its intended use is or will be unlawful,
4. That the inspection of those parts which have not been inspected will neither reveal material defects nor cause the Valuer to alter the valuation materially,
5. It is assumed that, unless otherwise stated, roads, sewers and services outside the curtilage of the property are the responsibility of the local authority or other statutory body. He will assume, unless otherwise stated, that all services, roads, etc. are under normal terms.
6. The valuation is based on the assumption that the property is being sold with vacant possession and, unless otherwise stated, for owner occupation.
7. That further investigation into planning permission, building warrant, hazardous materials, onerous restrictions, etc. will not reveal anything sufficiently adverse as to materially affect the value. Any other assumptions will be clearly stated in the report.

Any other assumptions will be clearly stated in the valuation report. However the Valuer shall be under no duty to verify these assumptions.

The construction of the property over the years and particularly the finishes used may have contained hazardous materials. These are impossible to detect without specific tests and these are beyond the scope of the report. We would draw your attention particularly to the fact that there is a strong possibility that the property built or modernised in the 20th century may contain asbestos in one or more of its components or fittings. The use of asbestos has been extremely diverse from acting as an insulant in boilers to being added to finishes to improve the binding. It is frequently unexposed and as it was used as an additive to building products such as cement based guttering and insulation and roof sheeting, its presence can only be confirmed by testing. It is beyond the scope of the inspection to test for asbestos. If you have any concern, you should arrange for a specialist to undertake appropriate tests.

The Valuer shall provide to the client a report setting out his opinion of the value of the relevant interest in the property. The report will be provided for the stated purposes and for the sole use of the named client. It will be confidential to the client and his professional advisers. The Valuer accepts responsibility to the client alone and the report will be prepared with the skill, care and diligence reasonably to be expected from a competent chartered surveyor, but accepts no responsibility whatsoever to any person other than the client himself. Any such person relies upon the report at his own risk. Neither the whole nor any part of the report or any reference to it may be included in any published documents, circular or statement nor published in any without the Valuer's written approval of the form and the context in which it may appear.

The principal objective of the report is to provide an opinion of market value. The report will generally not contain detailed information on the condition of the property, or list individual defects or necessary works.

If you have any dissatisfaction with our service, Building Surveyors NW Limited, Chartered Surveyors, has a complaints procedure in accordance with the requirements of the Royal Institution of Chartered Surveyors. A copy of this can be provided on request.