

## **BUILDING SURVEYS - STANDARD CONDITIONS OF ENGAGEMENT**

Subject to express agreement to the contrary and any agreed amendments/additions, the terms on which the surveyor will undertake the Building Survey are set out below.

1. Based on an inspection as defined below, the Surveyor, who is a Chartered Surveyor will advise the Client by means of a written Report as to his opinion of the visible condition and state of repair of the subject property.

### **2. The Inspection**

(a) Accessibility and Voids

The Surveyor will inspect as much of the surface area of the structure as is practicable but will not inspect those areas which are covered, unexposed or not reasonably accessible.

(b) Floors

The Surveyor will lift accessible sample loose floorboards and trap doors, if any, which are not covered by heavy furniture, ply or hardboard, fitted carpets or other fixed floor coverings. The Surveyor will not attempt to raise fixed floorboards without permission.

(c) Roofs

The Surveyor will inspect the roof spaces if there are available hatches. The Surveyor will have a ladder of sufficient height to gain access to a roof hatch or to a single storey roof, not more than 3.0m (10 ft.) above the floor or adjacent ground. It might therefore not be possible to inspect roofs above this level; in such cases, pitched roofs will be inspected by binoculars. The Surveyor will follow the guidance given in *Surveying Safely* issued by the RICS in April 1991, which incorporates the guidance given in Guidance Note GS31 on the safe use of ladders and step ladders issued by the Health and Safety Executive.

(d) Boundaries, Grounds and Outbuildings

The inspection will include boundaries, grounds and outbuildings. Specialist leisure facilities, including swimming pools and tennis courts, will not be inspected.

(e) Services

The Surveyor will carry out a visual inspection of the service installation where accessible. Manhole covers will be lifted where accessible and practicable. No tests will be applied unless previously agreed. The Surveyor will report if, as a result of his inspection, the Surveyor considers that tests are advisable and, if considered necessary, an inspection and report by a specialist should be obtained.

(f) Areas not Inspected

The Surveyor will identify any areas which would normally be inspected but which he was unable to inspect and indicate where he considers that access should be obtained or formed and, furthermore, he will advise on possible or probable defects based on evidence from what he has been able to see.

(g) Flats

Unless otherwise agreed, the Surveyor will inspect only the subject flat and garage (if any), the related internal and external common parts and the structure of the building in

which the subject flat is situated. Other flats or properties will not be inspected. The Surveyor will state in his Report any restrictions on accessibility to the common parts or visibility of the structure. The Surveyor will state whether he has seen a copy of the lease and, if not, the assumptions as to repairing obligations on which he is working. The Client is reminded that, particularly in the case of large blocks, the object of the inspection is to give guidance on the general standard of construction and maintenance, pointing out those items which will require attention within, say, the next decade and not to list those minor points which would normally be taken care of in the course of routine maintenance.

(Many flats form part of large developments consisting of several blocks. In such cases the Surveyor will be inspecting only the one block in which the flat is situated.)

### **3. Deleterious and Hazardous Materials**

- (a) Unless otherwise expressly stated in the Report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However, the Surveyor will advise in the Report if, in his view, there is a likelihood that high alumina cement (HAC) concrete has been used in the construction and that, in such cases, specific enquiries should be made or tests carried out by a specialist.
- (b) Lead water supply pipes and asbestos will be noted, and advice given, if these materials can be seen but it must be appreciated that such materials are often only visible after opening up which cannot be carried out at the risk of causing damage - see paragraph 2(a) above.
- (c) The Surveyor will advise in the Report if the property is in an area where, based on information published by the National Radiological Protection Board, there is a risk of radon. In such cases the Surveyor will advise that tests should be carried out to establish the radon level.
- (d) The Surveyor will advise if there are transformer stations or overhead power lines which might give rise to an electro-magnetic field, either over the subject property or visible immediately adjacent to the property, but the Surveyor cannot assess any possible effect on health. For obvious reasons, the Surveyor cannot report on any underground cables.

### **4. Contamination**

The Surveyor will not comment upon the existence of contamination as this can only be established by appropriate specialists. Where, from his local knowledge or the inspection, he considers that contamination might be a problem he should advise as to the importance of obtaining a report from an appropriate specialist.

### **5. Consents, Approvals and Searches**

- (a) The Surveyor 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.
- (b) The Surveyor will assume that all bye-laws, Building Regulations and other consents required have been obtained. In the cases of new buildings, and alterations and extensions which require statutory consents or approvals, the Surveyor will not verify whether such consents have been obtained. Any enquiries should be made by the client or his legal advisers. Drawings and specifications will not be inspected by the Surveyor.
- (c) The Surveyor will assume that the property is unaffected by any matters which 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.

**6. Fees and Expenses**

The Client will pay the Surveyor the agreed fee for the Report and any expressly agreed disbursements in addition. The VAT element of the fee must be included.

**7. Restriction on Disclosure**

The Report is for the sole use of the named Client and is confidential to the Client and his professional advisers. Any other persons rely on the Report at their own risk.