



[Info@rcsv.co.uk](mailto:Info@rcsv.co.uk)

020 8516 7795

## **TERMS AND CONDITIONS OF ENGAGEMENT FOR RESIDENTIAL BUILDING SURVEYS**

Subject to express written agreement to the contrary and any agreed written amendments/additions; the Terms and Conditions upon which RCSV will undertake the Building Survey are set out below.

### **1. General**

- a) Based on an inspection as defined below, the Surveyor who will be a Chartered Surveyor will advise the client by means of a written report describing the construction of the property and giving his/her opinion on the visible condition and state of repair of the subject property but will not provide costings or cost advice.
- b) The client will inform RCSV of the agreed purchase price for the property and any specific areas of concern by email as soon as possible and at least 24 hours in advance of the inspection so the surveyor can prepare in good time.
- c) As part of our green policy, we send our survey reports electronically as a PDF file.
- d) Clients' money - Rule 8 of the RICS Rules of Conduct for Firms; RCSV does not hold client monies. Fees received in advance of completion of the report will not be held as client money and will not be subject to the protection of the RICS Client Money Protection Scheme.
- e) The RICS recommends the use of liability caps to members as a way in which to manage the risk in valuation work. Our aggregate liability arising out of or in connection with this valuation, whether arising from negligence, breach of contract or any other cause whatsoever, shall in no event exceed 10 x our nett fee. This clause shall not exclude or limit our liability in the event of fraud or our liability for death or personal injury caused by our negligence. In addition, no claim may be brought against person(s) within the firm. The Client should indemnify against any third party obtaining any confidential material provided to the client by the firm without our written consent.

### **2. The Service**

The Surveyor's main objective is to give the client professional advice which will assist them as follows:

- a) To make a reasoned, informed judgement on whether or not to proceed with the purchase.
- b) To assess whether or not the property is a reasonable purchase at the agreed price\*.
- c) To be clear what decisions and actions should be taken before exchange of contracts
- d) Comment on future maintenance liabilities.

\* Unless previously agreed the Building Survey will not include advice as to the Market Value of the property (See Section 12) or the reasonableness or otherwise of the agreed purchase price.



### **3. The Inspection**

#### **(a) Accessibility and voids**

We will make the appointment to inspect. The Surveyor will inspect as much of the surface area of the structure as is practicable from inside the property and from adjacent public land if safely and/or reasonably accessible but will not inspect those areas which are covered or unexposed and will not enter onto private land without express consent from the owner. Access arrangements to parts not within the curtilage or demise, should we agree to enter them, are the responsibility of the client.

#### **(b) Floors**

Accessible floors will be inspected but no attempt will be made to raise fixed floorboards. No carpets or floor coverings will be lifted where they are fixed and we will not move large items of furniture. Loose coverings will be moved if possible to do so safely and without causing damage.

#### **(c) Roofs and roof spaces**

The Surveyor will inspect the roof space(s) where there is proper and safe access. 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 (10.00") above the floor or adjacent ground. It will not be possible to physically inspect roofs above this level. Main roofs will be inspected from within the property for example, via roof lights or from neighbouring public land from ground level with the aid of binoculars. The Surveyor will follow the RICS and Health & Safety Executive guidance on surveying safely. The Surveyor will not walk on flat roofs.

#### **(d) Outside the property**

The Surveyor will inspect the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use. To inspect these areas the surveyor will walk around the grounds and any neighbouring public property. Buildings containing swimming pools 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).

#### **(e) Services**

The services will be inspected visually (except in the case of shared services for flats such as drainage, lifts and security systems etc. which are not inspected). The Surveyor will not test or assess the efficiency of electrical, gas, plumbing, heating, drainage or other service installations, or compliance with current regulations, or the internal condition of any chimney, boiler or other flue. Inspection chamber covers will only be lifted where accessible and practicable. Secured, seized, broken, covered or excessively heavy covers will not be lifted. Additional specialist reports/tests will be recommended if considered necessary.

The Surveyor will not research the presence (or possible consequences) of contamination by any harmful substance. However, if a problem is suspected in any of these areas, advice will be given on what action should be taken.

#### **(f) Areas Not Inspected**

The Surveyor will identify any areas which would normally be inspected but which he or she was unable to inspect.

The Surveyor will not inspect woodwork or other parts of the structure which are covered, unexposed or inaccessible. All such areas will be assumed to be sound and in good repair and free from defects.

The Surveyor will not express an opinion about, nor will he or she advise on the condition of uninspected parts. This does not imply any representation or statement about such parts. The Surveyor is unable to comment on the condition of inaccessible areas.

#### **(g) Flats and Maisonettes**

The Surveyor will inspect only the subject flat and garage (if any), the related internal and external common parts and those parts of the structure of the building in which the subject flat is situated. Other flats or properties will not be inspected. The roof space will not be entered or inspected unless demised and where safe access is available within the subject flat. Drainage inspection chambers and flat roofs on blocks of flats will not be inspected. The Surveyor will state in his/her report any restrictions upon accessibility to the common parts or visibility of the structure. The Surveyor will not inspect the Lease unless by agreement and for which an additional charge will be made. 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 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 and in such cases the Surveyor will inspect only the relevant part of the block in which the flat is situated. Should we agree to enter parts not within the curtilage or demise, an additional charge may be made.

#### **(h) Environment and Other Issues**

Particular noise and disturbance affecting the property will only be noted if it is significant at the time of inspection or if specific investigation has been agreed between the Surveyor and the client and confirmed in writing. The Surveyor will report on any obvious health and safety hazards to the extent that they are apparent from elements of the property considered as part of the inspection. The Surveyor will not comment on Enviro-Search or similar reports as they are often not specific to the property and the information contained therein is too general for us to provide any meaningful comment. Should the client be concerned as to the aspects of the environmental report then the matter must be referred to the originator of the report for more detailed comment.

#### **4. 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/her view, there is likelihood that deleterious materials have been used in the construction and that, in such cases, specific enquiries should be made or tests carried out by a specialist.
- b) The Surveyor will not specifically look for lead water supply pipes or the presence of possible release of asbestos but where such materials are noted during the survey, it will be recorded in the report. It must be appreciated that such materials are often only visible after opening up – see paragraph 3(a).
- c) The Surveyor will advise in the report if the property is in an area of specific risk for flooding, radon, etc. In such cases, the Surveyor will advise that tests should be carried out to establish the radon level and that further enquiries be made to establish flooding risk, etc.

- 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. The Surveyor cannot assess any possible effect on health or report upon underground cables.

## **5. Contamination**

The Surveyor will not comment upon the possible existence or consequences of harmful or noxious substances, landfill, asbestos or mineral extraction or other forms of contamination.

## **6. 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 Statutory National and Local Consents have been obtained. The client and his/her legal advisers should make all necessary enquiries. Drawings/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 Local Search and replies to the usual enquiries, or by a Statutory Notice and that neither the property, nor it's condition, it's use nor it's intended use, is or will be unlawful.

## **7. Cancellation**

The client will be entitled to cancel this contract by notifying the Surveyor's office at any time up to the close of business on the day before the inspection. In case of cancellation, the Surveyor will refund any money paid by the client for the Service, except for expenses reasonably incurred. If cancelled by the client on the day of the inspection then the surveyor will be entitled to levy an abortive charge of 50% of the agreed fee. In the case of cancellation by the Surveyor the reason will be explained to the client.

## **8. Validity**

No term in the agreement between the Surveyor and the client is enforceable under the Contracts (Rights of Third Parties) Act 1999 by another person other than RCSV or the client. Any other parties rely on the report at their own risk. The survey contents will remain valid for 3 months from the date of the report on the assumption that there is no material change to the property and that the client will complete the purchase of the property within that time. If the purchase is not completed in that time then a re-inspection will be required at additional cost, to confirm that there has been no change in the property since the previous inspection.

RCSV accept no responsibility for the report, valuation if applicable, findings and comments following the expiry of the 3 month period, if no re-inspection has been undertaken.

## **9. Fees and Expenses**

The client will pay to RCSV the agreed fee for the report and any expressly agreed disbursements in addition. Payment is due once the inspection is completed and prior to issue of the report: reports are not released until we are in cleared funds. RCSV does not hold client monies. Fees received in advance of completion of the report will not be held as client money and will not be subject to the protection of the RICS Client Money Protection Scheme. Fees are subject to VAT at the prevailing rate.

The fee covers the inspection, preparation and delivery of the Building Survey report. Any subsequent advice, responses to solicitors' enquiries, comments on leases or any other matter outside the scope of our terms and conditions for a Building Survey may be chargeable at our standard hourly rate.

## **10. Restriction on Disclosure**

The report is for the sole use of the named client and is confidential to the client and his/her professional advisers. Unless expressly provided, no term in the agreement between the Surveyor and the client is enforceable under the Contracts (Rights of Third Parties) Act 1999 by another person other than RCSV or the client. Any such parties rely upon the report at their own risk. The report must not be reproduced in whole or in part without the prior written consent of RCSV who reserve the right to act for and advise any third party on this same property in the event that the client decides for any reason not to proceed with the purchase.

## **11. Reinstatement Cost**

The last section of the report contains the Surveyor's opinion of the estimated Reinstatement Cost, as defined below. The Surveyor may recommend a further detailed cost analysis from a specialist surveyor if, for example, the property is unusual, Grade 1 listed or part of a large block of flats.

"Reinstatement Cost" is an estimate for insurance purposes of the current cost of rebuilding the property in its present form, unless otherwise stated. This includes the cost of rebuilding the garage and permanent outbuildings, site clearance and professional fees but excludes VAT (except on fees). This advice will generally be in accordance with current BCIS Guidance.

## **12. Valuation**

The report will not normally include a valuation of the property unless otherwise specifically agreed between the parties in which case the value reported will be the Market Value as defined by the RICS Appraisal and Valuation Manual (The "Red Book") and shown below (or by the appropriate Statute e.g. as for Inheritance Tax). Advice on Market Value will be at additional cost.

"Market Value" - "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 wherein the parties had each acted knowledgeably, prudently and without compulsion".

## **13. Conflicts of Interest**

If a potential conflict of interest arises or may arise we will notify each party and will not accept instructions without the express written consent of each party.

## **14. RICS Compliance**

RCSV is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct and all other applicable mandatory professional practice requirements of RICS, which can be found at [www.rics.org](http://www.rics.org). As an RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. We have a complaints procedure in place and in the event of a complaint being made in writing it will be dealt with under the current guidelines as required by RICS. Our nominated RICS Responsible Principal is Amit Sharma MSc BSc (Hons) MRICS, Managing Director, at [amit@rcsv.co.uk](mailto:amit@rcsv.co.uk).

## RESIDENTIAL BUILDING SURVEY INSTRUCTION

I/We have read the attached Terms and Conditions of Engagement, a copy of which we have retained and confirm that I/we wish to instruct you on this basis to carry out a Building Survey on:

1. Address of property to be inspected:

2. The agreed purchase price is £.....

3. Agreed Fee Plus VAT:

4. Please confirm your home address

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..... Postcode: .....

5. If you would like us to send your legal advisers a copy of the report, please provide their name and e-mail address:

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6. Your other contact details:

Tel: .....

Mobile: .....

Email Address: .....

7. I/we accept and understand your Terms & Conditions of Engagement and also understand that the report will not be released until full payment has been received. Thereafter, a receipted tax invoice for the agreed fee will be emailed to you.

Name: .....

Signed: .....

Date: .....