



The EC Surveyors Building Survey

Terms of Engagement & Description of Service

Important Note:

This forms of
the basis of our
contract.

Terms of Engagement

Context

- This service is benchmarked against the RICS Level 3 survey service*.
- For full details of our service, please refer to the '[Description of Service](#)' below.
- The terms set out below form part of the contract between you and us.

***Important Note:** These Terms of Engagement and Description of Service will, for the purpose of this contract, take precedence over the RICS Home Survey Standard, where the 'Level 3' service is defined.

The Service

We provide the EC Surveyors Building Survey ('the service') described here, and no other service/s, unless we agree in writing before the inspection that we will provide additional services. Any additional service will require separate terms of engagement to be entered into. Examples of extra services include:

- [Re-inspection](#)
- [Detailed specific issue reports](#)
- [Market valuation](#)
- [Estimate of Re-instatement Cost \(for Buildings Insurance\)](#)
- [Cost Advice](#).

The surveyor/s

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

Independence

- We do not pay any referral fees or offer inducements to any parties who refer clients to us.
- If we are aware of any conflict of interest that may arise from us accepting your instruction, we will inform you immediately and our service will be cancelled unless you specifically instruct us to continue and we agree to this.

Before the inspection

- This period forms an important part of the relationship between you and the surveyor.
- We will ask you to provide details of any particular concerns you have about the property. In addition to the detailed information set out in the '[Description of the EC Surveyors Building Survey](#)', we are happy to explain (where necessary) the extent and/or limitations of the inspection and report.
- We will also ask you to confirm your proposed use of the property and any plans you have to change the property.
- We will carry out a limited desk-top study of the property (with reference only to free and publicly accessible information) prior to the inspection.

Acceptance of our Terms of Engagement

- We ask you to accept our Terms of Engagement in writing, including completing and returning our '[Acceptance Form](#)'.
- Please note that if you do not return the Acceptance Form, receipt of payment will be deemed to be acceptance of our Terms of Engagement and Description of Service.

Payment Terms

- You agree to pay our fee (and any other charges agreed in writing) prior to the inspection. The details of how to make payment by bank transfer will be stated on the invoice.
- For the avoidance of doubt, any fees taken in advance do not constitute 'client money' as defined by the RICS and are therefore not subject to the RICS Client Money Protection Scheme. However, cancellation arrangements apply and are set out below.

Access and Health and Safety Issues

- On arrival at the property we may find there are issues that will present significant limitations to our inspection. Examples include where keys are not provided to access parts of the property (e.g. garages, outbuildings, windows and some doors). We will notify you of these limitations within our report. If access is limited to a more significant extent we will notify you as soon as possible.
- If we are presented with health and safety issues that would make it hazardous for us to undertake all or part of the survey inspection, our inspection will be limited or cancelled (depending on the circumstances) and we will notify you as soon as possible. Examples could include unstable floors, staircases, raised platforms, balconies, walkways, areas of thick overgrown vegetation, slippery surfaces (e.g. steps, paths and the like where these may be covered in moss or algae or covered with an inappropriate finish), partially collapsed structures, vermin, raw sewage, loose/damaged asbestos etc. **If you are aware of significant safety hazards, it is your duty to draw these to our attention prior to the inspection.**
- Public health issues, emergencies, extreme weather conditions and other unforeseen circumstances may result in restrictions to our inspection and/or delays to the delivery of our report. We will discuss any such issues with you at the earliest possible opportunity.

Cancelling the contract and refunds
If you wish to cancel this contract:

- Nothing in this clause shall operate to exclude, limit or otherwise affect your rights to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015, or under any such other legislation as may from time to time be applicable. Entirely without prejudice to any other rights that you may have under any applicable legislation, you are entitled to cancel this contract in writing by giving notice to our office at any time before the day of the inspection, and in any event within fourteen days of entering into this contract.
- Where 14 days have lapsed, or the inspection is booked for a date within the first 14 days of this contract, you will be responsible for fees paid to the surveyor if you cancel the service less than 24 hours before the day of the inspection appointment.

We will cancel the contract and report this to you as soon as possible:

- If, after arriving at the property, we decide that:
 - (a) we lack enough specialist knowledge of the method of construction used to build the property; or
 - (b) it is not safe for us to enter the property; or
 - (c) it becomes evident that there is a conflict of interest that we were not aware of.
- If we cancel this contract, we will explain the reason to you.

Refunds:

- If cancellation occurs for any of the above reasons, we will refund any money you have paid for the service, except for any reasonable expenses.
- Normally a refund can be made within 2 – 3 working days of cancellation by bank transfer (details of your bank account name, sort code and account number should be provided to us at the earliest opportunity to facilitate this).

Terms of Engagement...	RICS Regulation
	<ul style="list-style-type: none"> • EC Surveyors 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. As an RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. The firm’s nominated Responsible Principal is Ed Chamberlain MRICS. • As an RICS regulated firm, our files may be subject to monitoring and will need to be provided to the RICS on request.
	Liability
	<ul style="list-style-type: none"> • The report is provided for the use of the person/s named as our client in the report, and we cannot accept responsibility if it is used, or relied upon, by anyone else. • If you instruct us on a capped liability basis, our aggregate liability arising out of, or in connection with, this survey and/or valuation, whether arising from negligence, breach of contract, or any other cause whatsoever, shall in no event exceed a multiple of 100 x the fee we have charged for this service. This clause shall not exclude or limit our liability for actual fraud, and shall not limit our liability for death or personal injury caused by our negligence. • N.B. It is important to be aware that, opting for our service on a capped liability basis means that you will have no means of redress under the Consumer Rights Act 2015. Therefore, we advise that it is preferable to opt for the uncapped liability option. • If you suffer loss as a result of our breach of contract or negligence, our liability shall be limited to a just and equitable proportion of your loss having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an agreement between you and them, your difficulty in enforcement, or any other cause.
	Complaints handling procedure
	<ul style="list-style-type: none"> • We have an RICS-compliant complaints handling procedure and will give you a copy if you ask.

Description of Service

Overview

The **EC Surveyors Building Survey service** includes:

- a thorough non-invasive visual inspection of the property (see ‘**Scope of the Inspection**’); and
- a detailed report based on the inspection (see ‘**The Report**’).

The **EC Surveyors Building Survey service** aims to:

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

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

Your key concerns and issues about the property

We encourage you to set out your concerns about the property, plans for alterations/improvements, and planned use of the property prior to the inspection. This may be discussed, but we also encourage you to state this on the **Quote Acceptance Form** and/or by e-mail.

Preparation for the Inspection

Prior to the inspection, we will undertake a limited desk top study of matters affecting the property, using only free, publicly accessible sources, such as:

- flooding (surface, rivers and sea)
- radon (this does not include radon testing)
- proximity to transportation networks
- former mining activities
- planning areas (e.g. Conservation Areas, Dartmoor National Park, Areas of Outstanding Natural Beauty)
- listed building status and
- general information about the site including exposure to wind and rain and unique local features and characteristics that may affect the subject property.

N.B. Please note that such information is often incomplete.

Relevant issues will vary based on the location of the property.

N.B. We specifically exclude research that is normally undertaken by legal advisors as part of their pre-contract enquiries on behalf of a purchaser. For example, you must ensure that your legal advisor makes enquiries into future development in the vicinity of the property including buildings, infrastructure schemes and the like. If you are able to provide copies of information obtained by your legal adviser before our inspection, this would be helpful, but we will not wait for this before reporting unless you specifically ask us to do so. **For the avoidance of doubt, we will not act as your legal adviser and will not comment on legal documents (see ‘Issues for Legal Advisers’ below).**

The Inspection

We use equipment such as a damp meter, binoculars and torch; and a ladder for flat roofs and for hatches no more than 3 m above level ground (outside) or floor surfaces (inside) if it is safe to do so.

We can normally undertake a high-level inspection of the exterior of the building using a pole-mounted camera to a maximum height of 10 metres, although this is subject to suitable weather conditions and access at the time of inspection.

This inspection is intended to cover as much of the property as is physically, and safely, accessible using the equipment described above. Where this is not possible an explanation is provided in the 'limitations to inspection' box in the relevant section of the report.

The extent of the inspection will depend on a range of individual circumstances at the time of inspection, and the surveyor will judge each case on an individual basis.

Scope of The Inspection

We undertake a detailed visual inspection of:

- the main building;
- permanent outbuildings, to the extent agreed;
- the services (where exposed to view); and
- the grounds, to the extent agreed and as defined in our quote, e.g. formal garden areas immediately surrounding the property only.

The following schedule sets out an overview of what is typically included and excluded in the survey inspection (for flats and maisonettes please see the section at the end of this document):

External Parts (excluding windows and external doors)
We will:

- Inspect visible surfaces (without disturbing any surfaces) from ground level within the grounds and available public vantage points. If necessary, the inspection of parts of the exterior of the property may be carried out when standing at ground level from adjoining public property where accessible.
- Inspect flat roofs (where there is no other vantage point available) within 3 metres of ground level using ladder access where this is safe and practical to do so.

We will not be able to inspect:

- Tops of chimneys, including mortar bedding, sides of chimneys facing the roof-slope/s where obscured from view.
- Inner roof slopes and related junction details that are obscured from view.
- Parts of walls etc. that are obscured by stored items, shrubs, trees etc. or facing directly into neighbouring property.
- Foundations (these are generally concealed).
- Parts of main walls that are below the surrounding ground level, together with related waterproofing (if applicable). Damp proof courses and membranes are often concealed, particularly where walls have a render finish. N.B. We cannot provide any assurances that concealed damp proofing details are complete and therefore there is always a risk of concealed defects.
- Wall components such as cavity wall ties and cavity wall insulation (which are normally concealed). The adequacy and quality of such components cannot be assessed to any extent and there are risks of hidden defects.
- Areas we consider to be unsafe (e.g. dilapidated balconies).
- We will not climb onto flat roofs.

External Parts (windows and external doors)
We will open windows and external doors where:

- permission has been given;
- keys are available;
- windows/doors and locks are easy to operate without force or the risk of causing damage; and
- safe access is available at an appropriate height (i.e. as would be accessible in normal/everyday circumstances) without the need to move large/heavy furniture, possessions or stored goods.

We will not:

- attempt to open windows or doors where such action is considered to present a safety risk.

Internal Parts
We will:

- inspect the surfaces of the visible elements of the interior of the building. This will include concealed areas of the property that would normally be opened or used by the occupiers are also inspected if it is safe and practicable to do so (typical examples include roof space, basements and cellars).

We will not:

- force or open-up the fabric of the building or any part of the building (1) without the consent of the owner, or (2) if there is any risk of causing personal injury or damage.
- take up fitted carpets, fitted floor coverings or floorboards, move heavy furniture, remove the contents of cupboards, roof spaces, et cetera; remove secured/fixed panels (e.g. under sanitary fittings etc.), and/or hatches or undo electrical fittings.

Roof Spaces
We will:

- Attempt to inspect roof spaces up to 3m above floor level using a ladder (if it is safe and reasonable to do so).
- Enter the roof space (where there is adequate space and it is safe to do so, e.g. appropriate fixed boarding to the roof space providing a rigid and firm platform) to undertake a visual inspection of the accessible parts of the roof structure, with attention paid to those parts vulnerable to deterioration and damage. N.B. Vulnerable eaves level areas are normally inaccessible.
- Lift a small sample of thermal insulation (e.g. corners of insulation quilt where possible and safe to do so) to enable identification of the thickness and type of insulation, and the nature of the underlying ceiling.

We will not:

- Inspect elements covered by layers of thermal insulation laid in roof spaces (usually it is not safe to move across this material, as it conceals joist positions, water and drainage pipes, wiring, other fittings etc.). N.B. Thermal insulation will not be moved.
- Inspect parts of the roof space to which safe access is not available. This may restrict the extent of the inspection and the scope of the report. This is typically where there is no, or limited, crawl boarding and where insulation covers ceiling joists.

Ceilings, Internal Walls and Partitions
We will:

- Inspect visible ceiling and wall/partition surfaces where these can be seen without the need to move heavy furniture, delicate items or other stored items. N.B. No items will be moved without the permission of the occupier.

We will not:

- Remove any wall coverings
- Open up internal walls or partitions
- Remove secure/fixed hatches.

Floors
We will:

- Inspect exposed floor surfaces.
- Lift corners of any loose and unfitted carpets or other loose floor coverings (where practicable).
- *Assess floors for excessive movement underfoot by simple 'heel-drop' observations.*
- *Note the magnitude of any identified deflection/slope where there is significant/noticeable.*

In situations where it is practical, inspect the sub-floor area either physically or using mirrors, cameras and the like, but only if there is a suitable safe access point to the sub-floor area. Where subfloor areas are of adequate size and if it is safe to do so via a permanent access point (i.e. a door or loose hatch), we will enter the underfloor area to carry out a more thorough inspection.

We will not:

- Take up fitted carpets or other fitted floor coverings. N.B. Where floorboards are exposed, these will only be lifted in sample locations and where there is no risk of damage to boards or finishes. Therefore, typically, boards are only lifted where they have previously been cut and lifted for installation of services, and where they are loose.
- Inspect underfloor areas unless there is safe access.

Fireplaces and chimney breasts
We will:

- inspect any visible fireplace/s, fitted fireplace appliances and chimney breasts.

We will not:

- inspect flues above fireplace openings
- open up closed flues.
- operate or carry out any testing of fireplaces or associated appliances.

Built-in fittings (e.g. wardrobes, cupboards etc)
We will:

- inspect the interior of built-in fittings where permission has been given. N.B. There may be built-in fittings that we are not permitted to open up (e.g. some bedroom fittings or secure stores etc).

We will not:

- empty built-in fittings except where there is a very small number of items that can be easily moved to enable a more detailed inspection, this will be undertaken if approval is given by the occupier. Typically, the inspection will be limited due to the presence of stored items.

Internal Woodwork
We will:

- Operate all internal doors where permission has been given, keys are available, doors and locks are easy to operate without force or the risk of causing damage, and safe access is available without the need to move large/heavy furniture, possessions or stored goods.
- Inspect staircases, where considered safe to do so, including accessible areas of the underside of staircases.
- Inspect visible sections of skirtings and other trims.

We will not:

- Lift fitted coverings to staircases.
- Move stored items in under-stair cupboards.

Kitchen and Utility Fittings
We will:

- Inspect fittings
- Operate doors and drawers
- Operate taps, but only where the water supply is on.

We will not:

- empty cupboards.
- inspect or test any appliances.

Sanitary Fittings
We will:

- inspect the visible parts of sanitary fittings (where it is considered safe to do so), in the course of normal everyday use.
- operate taps and flush toilets, but only if the water supply is turned on.
- operate mechanical extract vents (unless we consider it unsafe to attempt).
- move a small number of loose items in built-in cupboards (where safe and practicable) to achieve a more detailed inspection of such areas.

We will not:

- remove secured/fixed panels (e.g. under sanitary fittings etc.), and/or hatches or undo electrical fittings.
- test sanitary items such as showers, multi-jet showers and jacuzzi/whirlpool baths etc.
- inspect leisure items such as saunas, steam rooms, hot tubs etc.

Services

Services include pipes and cabled services associated with the property including electrics and other cabled systems, hot and cold-water systems, heating, above and below ground drainage, ventilation services, renewable energy systems and so on.

We will:

- observe the normal operation of the services in everyday use (where the occupier has given permission; and it is safe to do so and without causing damage).

Limitations:

- services are generally hidden within the construction of the property. This means that only the visible parts of the available services can be inspected.
- a visual inspection cannot assess the efficiency or safety of electrical, gas or other energy sources; 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 date of inspection.
- the services are not tested.

N.B. Full testing of the services installations (by appropriately qualified contractors, e.g. NICEIC, Gas-Safe, OFTEC or HETAS registered) is strongly recommended prior to committing the any property purchase.

More specific details are set out below relating to the individual services installations:

Electrical Installation
We will:

- Inspect visible items such as the consumer unit/fuseboard, meter, and note any particular features of fittings such as switches and power points.
- Operate a sample of lights where permission is given, and it is considered safe to do so.
- Switch on extractor fans where permission is given, and it is considered safe to do so.

We will not:

- Test the electrical installation or related appliances.
- Inspect electrical appliances, including where these form part of kitchen fittings (e.g. dishwasher, etc.).

Gas/Oil
We will:

- inspect visible items such as the gas meter and gas appliances. Casings and the like will not be removed.

We will not:

- test the gas installation.
- operate or test any gas or oil fuelled appliances.

Water
We will:

- inspect visible items such as any stopcocks, water meter/s, exposed pipework, water tanks etc.
- operate taps and flush toilets where the water supply is turned on.

We will not:

- operate taps or flush toilets if the water supply is turned off or if the property has been 'drained down'.
- operate taps or flush toilets if there is evidence of a related safety risk and/or evidence that this will result in damage (e.g. due to leakage).

Heating
We will:

- Inspect boilers, but we will not remove casings.
- Inspect radiators and exposed pipework
- ask the occupier to operate the heating if they are present and it is practicable (in order to briefly demonstrate the operation of the central heating appliance, e.g. gas-fired boiler).

We will not:

- test the heating system.
- turn on individual heating outlets/appliances.
- assess the operation and efficiency of radiators and the like.

Water Heating
We will:

- ask the occupier to turn on the water heating if they are present and it is practicable to do so.
- turn on hot tap outlets where it is safe to do so.

We will not:

- turn on hot water heating. However, often this is automatic (e.g. if a combination boiler is in operation) when taps are turned on.

Drainage
We will:

- lift accessible inspection chamber covers to drains and septic tanks (where it is safe to do so where no specialist tools are required and without causing damage).
- observe the normal operation of the drains in everyday use where it is considered appropriate, and where practical, to the assessment of the system. This will usually include turning on water taps to sanitary ware and flushing toilets so the performance of visible drainage pipework can be observed. This will not be possible where properties are empty and drained down.

We will not:

- Lift inspection chamber covers in common areas of flats.
- Lift inspection chamber covers that are excessively heavy (e.g. recessed and filled with paving blocks) or where special tools are required.
- Perform or comment on any design calculations or test the service installations or appliances in any way.

Other limitations:

- If you require full details of the arrangement of the below ground drainage, you are advised to arrange a CCTV survey by a specialist contractor.
- For private drainage and or mechanically assisted drainage, we will recommend further tests and inspections if the occupier does not provide evidence of appropriate installation and/or maintenance of septic tanks, pumps and the like, or if the client requires assurance as to their condition capability and safety.

Garages, Outbuildings, Grounds Etc
We will:

- Undertake a visual inspection of the grounds including the condition of boundary walls, fences, specified permanent outbuildings and areas in common (shared) use, from within the boundaries of the subject property and where necessary, from adjoining public property.
- Note specific defective features and other matters associated with the grounds which can be costly to resolve will be reported upon. For example, structures in danger of collapse or in dilapidated condition, as well as considering legal and insurance implications.
- Inspect buildings with swimming pools and sports facilities (these are treated as permanent outbuildings).

We will not:

- Inspect leisure facilities, such as swimming pools and related equipment internally and externally; landscaping and other facilities (for example, tennis courts and temporary outbuildings).
- Inspect grounds other than formal garden areas, unless otherwise agreed (i.e. excluding paddocks etc).

Other limitations:

- We will normally limit our inspection to formal garden areas only, unless otherwise agreed (i.e. excluding paddocks etc).
- The inspection specifically excludes consideration of the presence of invasive plant species (such as Japanese Knotweed), the condition of trees and the like. You are advised to obtain specialist advice to assess risks related to these, including legal and financial implications.

The Report

The report objectively describes the form of construction and materials used for different parts of the property. It describes the condition and provides an assessment of the relative importance of the defects/problems. Additionally, it:

- describes the identifiable risks of potential or hidden defects in areas not inspected
- proposes the most probable cause/causes of the defects based on the inspection
- outlines the likely scope of any appropriate remedial work and explains the likely consequences of non-repair; and
- makes general recommendations in respect of the priority and likely timescale for necessary work.

Where we are unable to reach the necessary conclusions with reasonable confidence, we will recommend further investigations. Examples of typical further investigations include:

- Electrical installation condition report (this is recommended for all properties on change of ownership)
- gas/oil installation and safety checks
- CCTV drains inspection
- Arboriculturist report (e.g. where large trees are close to the building and or there are protected trees)
- Structural Engineer's report (e.g. if there is evidence of significant and or progressive movement that may require remedial action and or movement that could be prejudicial to securing mortgage finance against the property or securing a future sale).
- Opening-up work by a contractor to provide access for the inspection of concealed parts.

EC Surveyors strongly recommend quotes are obtained for all necessary works (identified in the survey report and or as a result of further investigations) prior to exchange of contracts.

N.B. No cost advice will be provided as part of this service although we welcome an informal discussion, after the client has read the report, in relation to the general scale of expenditure that you are likely to incur. **If specific cost advice is required, this would be subject to an additional fee and related agreement.**

Condition Ratings

Condition ratings are given to the main parts (the elements) of the main building, garage/outbuildings 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. Expensive defects are also assessed as Condition Rating 3. Condition Rating 3 is also given where further investigation is required.
- **Condition Rating 2** – defects that need repairing or replacing but are not considered to be either serious or urgent. **Please bear in mind that such defects can become urgent matters if not addressed promptly.** The property must be made to maintained in the normal way.
- **Condition Rating 1** – no repair is currently needed. The property must be maintained in the normal way.
- **NI** – not inspected.

Limitations

This inspection is intended to cover as much of the property as is physically, and safely, accessible. Where this is not possible an explanation is provided in the limitations to inspection box in the relevant sections of the report. If we are concerned about these parts, we will advise you of any further investigations that are needed.

The extent of the inspection will depend on a range of individual circumstances at the time of inspection, and the surveyor will judge each case on an individual basis.

Risks
Risk Warning Levels

In addition to condition ratings given, based on observations of visible and physical condition, we also indicate risks of defects and other issues that could not be directly observed within the limits of our inspection. Where defects are evident (and given appropriate Condition Ratings), this can also present a higher level of risk to inaccessible parts of the property. For example, where walls are visibly affected by dampness, there is a higher risk of defects to concealed elements, such as floor structures. Such risks would be given Risk Warning Level 3 (the red triangle shown below). Where Risk Warning Level 3 is given, further action must be taken before committing to this purchase.

Other factors give rise to risks of concealed defects, such as the age of the property, form of construction, alterations etc. In this case, Risk Warning Level 2 is given, to highlight that defects relating to such factors may be present and must be taken into account before committing to this purchase. Further investigation (e.g. checking documentation and further intrusive inspection) must be undertaken to assess, and therefore make allowance for, such risks.



Risk Warning Level 3: High Risk based on related visible/physical evidence.



Risk Warning Level 2: Based on other factors (e.g. age & form of construction etc).

Other Risks Applicable to the Property

Other risks are also included in this section. These include:

- Risks to the building
- Risks to the grounds
- Risks to people.

Description of Service...

Energy Matters
We will:

- state the ratings published in the most recent Energy Performance Certificate for the property.
- highlight any obvious inaccuracies (i.e. those that are apparent without making detailed and/or intrusive checks)
- provide commentary on energy related matters for the property as a whole, including our opinion of the suitability of any recommended improvements to the property set out within the EPC.

We will not:

- prepare an Energy Performance Certificate (EPC) or an energy assessment of the building.
- check the ratings and other measurements etc stated in any EPC for the property or be able to confirm their accuracy.

Environmental Risks and Hazardous Materials
We will:

- seek free, publicly accessible information that could suggest contamination or other environmental issues, which may lead us to recommend further investigations. However, this must be more fully assessed by your legal advisor, who must obtain a detailed environmental report on the property. No liability can be accepted by EC Surveyors LLP for any omission in the freely available information provided by us as part of our report.
- highlight the existence of any harmful or dangerous materials that have been used in the construction where these are visible.

We will not:

- carry out an asbestos inspection and will not act as an Asbestos Inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2012.
- consult any duty holder (as defined in the regulations) in the case of flats. N.B. We will assume that there is a duty holder, and that in place are an asbestos register and an effective management plan which does not present a significant risk to health or need any immediate payment.

Issues for legal advisers

- If we identify issues that your legal advisers may need to investigate further, we may refer to these in the report (for example, to check whether there is a warranty covering replacement windows).
- If the property is leasehold, we will give you general advice and details of questions you must ask your legal advisers.
- **We will not act as the legal adviser and will not comment on any legal documents.**
- You must ensure all legal issues are drawn to the attention of your legal advisor who will be expected to take the necessary action to protect your position. **Our report must be forwarded to your legal advisor as soon as possible for this purpose to enable them to be able to take all necessary action.**

Conclusions and what to do next

- Our overall opinion of the property will be set out in section C to our report.
- It is likely that the report will set out items requiring further investigations and/or works for which quotes should be obtained. All quotes and further investigations should be undertaken prior to exchange of contracts (see 'The Report' above).
- Once you have read the report, we are happy to talk through the key issues highlighted within the report with you by telephone.

Important notes

- **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 might not be reported.
- **The report is not a warranty.**
- 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.

Flats and Maisonettes
We will:

- Inspect the subject property (from within the property or communal areas) and any accessible common parts and grounds.
- Note 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.
- Inspect roof-spaces (as described above) where these are accessed from within the flat or apartment.
- Inspect drains, lifts, fire alarms and security systems within the identifiable boundary of the flat.

We will not:

- Undertake any tests to common services such as drains, lifts, fire alarms and security systems other than through their normal operation in everyday use.

Legal issues:

- We may note specific features that may have legal consequences. These matters will be set out in section 13 of our report and you should give a copy to your legal advisers as soon as you receive it.
- N.B. no 'due diligence' will take place in relation to the true legal effect of the lease. This is exclusively the responsibility of your legal advisers. You should obtain independent legal advice on the terms and interpretation of the lease and any issues arising, particularly relating to ground rent and service charge obligations.

Questions you should also ask your legal advisers:

1. Are the other flats occupied by owners or short-term (assured short hold tenancy) tenants?
2. Is there a management company or a managing agent (or both) correctly set up to deal with running and maintaining the block the property is in?
3. Who is the duty holder under the control of asbestos regulations 2012? Your legal advisers should also get confirmation that an asbestos register and current management plan are in place, and confirmation of any associated costs that you may have to pay.
4. Is there a suitable maintenance and replacement fund, with suitable reserves, to deal with:
 - general cleaning;
 - maintaining and repairing the shared parts;
 - repairs to the main structure;
 - shared heating systems; and
 - repairing and maintaining lifts?
5. How much is the ground rent?
6. How much was the last paid maintenance or service charge and what period did it cover?
7. Are the service charge accounts satisfactory and up to date?
8. Are there any existing or likely management problems or disputes, or any known repairs or programmed work still to be carried out, which would affect the level of maintenance or service charge to be paid?
9. Are services regularly and satisfactorily maintained and are there satisfactory and current certificate for:
 - any lifts;
 - the fire escapes and fire alarms;
 - the security systems;
 - any shared water and heating system; and
 - other shared facilities?
10. Is the liability clearly set out for repairs to the property, to the shared parts and the main structure?
11. Is the liability for repairs shared equally between leaseholders and is there a suitable process for settling any disputes which may arise in this area?
12. Is it the management company or each individual leaseholder who is responsible for the building insurance, and is there a block insurance policy?
13. Are there any unusual restrictions on the sale of the property?

Description of Service...

The majority of the above questions are contained within a document called the LPE1. This is a questionnaire usually sent from your legal adviser to the Seller's legal adviser. The Seller and/or the managing agent will complete the LPE1 and send it back to your legal adviser who will discuss it with you. If the property is a leasehold house, it may still share responsibilities with other building owners, and so may involve management companies, service charges, et cetera. You must ask your legal advisers to confirm this. You may also want them to investigate the possibility of buying the freehold (which might be complicated). You may also wish to consider extending the lease of your flat or house.