

SJM Surveyors

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Description of the 'Level 3 - Building Survey Service'

Please note: These Terms & Conditions form part of the 'Standard Terms of Engagement' which have been issued as an integral part of documentation referring to our appointment. As required by the RICS, these two standard documents form the contract between the surveyor (SJM Surveyors) and the Client. Subject to express written agreement to the contrary and any agreed amendments/additions, the Terms and Conditions upon which the Surveyor will undertake the Building Survey are set out below.

(a) **General**

Based on an inspection as defined below, the Surveyor, who will be a registered member of the RICS, will advise the Client by means of a written Report, describing the construction of the property and giving his opinion of the visible condition and state of repair of the subject property. The Building Survey will not include a Market Valuation.

- (b) Prior to the inspection, SJM Surveyors will confirm, via our Standard Terms of Engagement, the Client stated agreed purchase price (if any), for the property together with any particular concerns or questions which he or she may have about the property.

1. **The Service**

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

- To make a reasoned, informed judgement on whether or not to proceed with the purchase.
- Be aware of important future maintenance liabilities.

2. **The Inspection**

(a) **Accessibility and Voids**

The Surveyor will inspect as much of the surface area of the structure as is reasonably practicable, but will not inspect those areas which are covered, unexposed or not reasonably accessible. Nothing will be dismantled or unscrewed. The Surveyor will not inspect any areas such as rooms, cellars, roof spaces etc which are inaccessible, for example due to the lack of keys. The Surveyor will notify the Client of such omissions or restrictions in the Survey Report. Where a Client requires the Surveyor to revisit the property to inspect previously unseen or inaccessible rooms/areas, an additional fee will apply. The Surveyor will only be able to make limited comments in respect of the condition of any windows, doors or shutters which could not be opened, for example due to lack of keys, or those which have been sealed or screwed shut, or those which were inaccessible.

(b) **Floors**

Accessible floors will be inspected, but no attempt will be made to raise fixed floorboards or access concealed sub floor voids. No carpets or floor coverings will be lifted where they are fixed. Loose coverings will be moved where possible without causing damage, or moving large items of furniture.

(c) **Roofs and Roof Spaces (Lofts)**

The Surveyor will inspect the roof spaces of houses and bungalows (and only those flats/maisonettes which have direct access from their ceilings into the roof-space above) where there is satisfactory and safe access. Where a roof space lacks floor boards and the ceiling joists are covered with insulation, a limited, restricted inspection will be carried out whilst standing on the access hatch perimeter (if possible), or the top of the access ladder. This will also apply where roof spaces contain a large quantity of possessions which would prevent safe or reasonable access across the roof space. Possessions in roof spaces will not be moved, and insulation will not be removed. The Surveyor will inspect as much

of the surface area of the roof structure, internally and externally, as is reasonably practical. Roof spaces will not be inspected if access hatches are jammed, screwed or sealed shut. 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 feet) above the floor or adjacent ground. It will not be possible to physically inspect roofs above this level. In such cases, pitched roofs and adjacent visible elements will be inspected with the aid of binoculars where possible.

Flat roofs above single storey height cannot be inspected unless properly visible from an overlooking window. Stone chippings, moss etc. will not be removed or swept back from roof coverings, nor will the Surveyor remove coverings such as flat roof decking or flat roof floor tiles etc, nor solar panels. The Surveyor will follow the RICS and Health & Safety Executive guidance on surveying safely. The Surveyor will not walk on flat roofs unless the flat roof forms the floor of a roof terrace which is directly and safely accessible from the subject property.

(d) Grounds, Boundaries and Outbuildings

The Surveyor will carry out an examination of outbuildings, such as stand-alone garages and boundary fences (and inspect the interior of outbuildings/garages where safe to do so and where keys have been supplied), but will not provide a detailed report. Your legal adviser must establish which boundaries, including fences, walls etc are the responsibility of the property owner. Facilities such as swimming pools, hot tubs, children's fixed/freestanding play equipment and tennis courts will not be inspected, nor reported upon.

The Surveyor cannot inspect garages or outbuildings about which he was not made aware of prior to the inspection, nor those which were inaccessible for example due to the lack of keys. The Surveyor will notify the client of lack of access to those outbuildings (about which he was aware) in the Survey Report. Where a client requires the Surveyor to revisit the property to inspect unseen or inaccessible outbuildings, an additional fee will apply.

It should be noted that the Surveyor will not inspect for Japanese Knotweed, Himalayan Balsam & Giant Hogweed. For example, in the gardens or land of other properties and cannot therefore comment on whether there is any of these plant forms are present, for example concealed by bushes or vegetation, or cut back to ground level, nor can the Surveyor comment if there is any of these plant forms concealed beneath outbuildings such as sheds, garages etc. It should be noted that virtually all boroughs have at least one plant form problem and you should be aware that knotweed is a rapid grower and can appear in gardens suddenly where it has spread from other plots. Because of this please be aware that these plants can sometimes be present when a purchaser moves in even though there was no evidence of a problem weeks or months earlier when the survey was undertaken. The Surveyor cannot therefore accept responsibility for the presence of concealed plant forms or the cost of any eradication works or associated works.

(e) Services

The services will be inspected visually but the Surveyor will not test or assess the efficiency of electrical, gas, plumbing, heating or drainage installations, or compliance with current regulations, or the internal condition of any chimney, boiler or other flue. Drain inspection chamber covers will only be lifted where accessible, safe and practicable. (Specialist lifting apparatus will not be used). Inspection chamber covers will not be lifted where they are jammed in their frames, unduly heavy or where the lids are inlaid with block paving, concrete etc. No tests will be applied to any of the services. Any services/appliances switched off or drained down will not be turned on or reconnected. Nothing will be dismantled or unscrewed, and the Surveyor can only comment on areas which are exposed and visible. 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. Insulation will not be removed from water tanks/cylinders or pipes, but will be lifted where possible in random accessible areas without causing damage, to enable identification of the materials

used. Solar panels and associated equipment/installations will not be inspected or tested. Intruder alarms will not be inspected or tested. In the case of flats and maisonettes, inspection of services will exclude drainage installations, lifts, door entry phones, communal heating/hot water installations /boilers and security systems.

(f) Areas not Inspected

The Surveyor will identify any areas which would normally be inspected, but which he was unable to inspect (for reasons stated above). 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 advise on the condition of uninspected parts (unless there is reasoned cause to do so). This does not imply any representation or statement about such parts. Nothing will be dismantled or unscrewed.

(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. In the case of blocks or buildings which are subdivided into separate (although possibly adjoining) sections, each having its own separate communal entrance, hall and stairs etc, the Surveyor will only inspect the exterior of the section of the building (and associated internal common parts) in which the subject flat/maisonette is situated. Other parts of the building will not be inspected. Many flats form part of large developments consisting of several blocks, and where this is the case, other blocks in the development will not be inspected. The surveyor will not inspect the interior of any other flat in the building.

Additionally, in the case of retirement flats/maisonettes the Surveyor will inspect the internal communal hall, stairs and landing relating to the part of the block in which the subject flat/maisonette is situated, but will not inspect any communal rooms such as lounges, kitchens, laundry rooms, guest rooms nor the warden's office/stores.

The roof space will not be entered or inspected unless there is direct access from within the subject flat. (See also 3c above).

Drainage installations relating to flats/maisonettes will not be inspected, nor will flat roofs above blocks of flats/maisonettes.

The Surveyor will state in his Report any restrictions upon accessibility to the common parts or visibility of the structure.

The Surveyor will not inspect the lease and for this reason will assume that repairing obligations for the fabric of entire building are shared equally between the various flats, although with each flat being solely responsible for maintenance of their own external doors and windows and also the internal elements of the subject flat. Please be aware however that lease terms and obligations/responsibilities can and do vary, and may not necessarily be equal and fair. For this reason, before exchange of contracts the Client must obtain legal advice on all aspects and implications of the lease (including division of repairing obligations/costs), and legal aspects of the transaction, and also any additional issues highlighted/referred to within, or arising from the Survey Report, in addition to any further matters which the Client and/or solicitor may consider of importance, concern or relevance. 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.

(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. Please bear in mind that adjoining flats and dwellings may not necessarily be occupied at the time of the inspection. The Surveyor cannot comment from a visual inspection the presence, position, depth or route of any railway/train lines or water courses which run below ground level beneath or near the building or garden, and your legal adviser must undertake all relevant searches before exchange of contracts. 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 however comment on Environmental Search reports as they are not specific to the property and the information contained therein is too general for the Surveyor to provide any meaningful comment. Should the Client be concerned as to the aspects of the environmental report, we suggest that the matter be referred to the originator of the report for more detailed comment.

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 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. The Surveyor cannot comment on the presence of any asbestos which might be concealed or encapsulated in the structure or where painted finishes prevented positive identification. The surveyor will not be liable or responsible for claims for bodily injury arising from asbestos.

(b) The Surveyor will not specifically look for lead water supply pipes or the presence or 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 known/published to be potentially susceptible to a specific risk of flooding and radon. 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 the flooding risk, etc. Please note however that the Surveyor does not undertake Environmental Searches; these must be undertaken by your legal adviser as a matter of course before exchange of contracts.

(d) The Surveyor will advise if there are visible 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 of these installations or report upon underground cables.

4. Contamination

The Surveyor will not be required to comment upon the possible existence or consequences of harmful or noxious substances, landfill, asbestos or mineral extraction, or other forms of contamination. The Surveyor does not undertake Environmental Searches; these must be undertaken by your legal adviser as a matter of course before exchange of contracts.

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 Statutory National and Local consents have been obtained. The Surveyor will not verify whether any such 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 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. Cancellation

The Client will be entitled to cancel this contract by notifying the Surveyor by email at any time up to 5pm on the working day before the inspection. (Working days are Monday to Friday and exclude Bank/National Holidays). In respect of such cancellation, the Surveyor will refund any money paid by the Client for the Service, except for expenses reasonably incurred. (Such expenses could include the cost of a pre-booked and/or paid for parking space, which can be necessary in areas of limited or time restricted on-street parking). Refunds of fees will be made once the client's original payment has fully cleared. Where cancellation by the client occurs on the actual day of the inspection the client must speak to the surveyor personally on his mobile telephone to confirm cancellation. In this case the fee paid will be refunded apart from a £100 charge (deduction) subject to cancellation by the Client before the survey inspection has commenced. Where the survey inspection has already commenced, and the Client wishes to cancel, a Survey Report will not be issued and the fee paid by the client will be refunded apart from 50% charge (deduction). In the case of cancellation or postponement by the Surveyor, the reason will be explained to the Client.

7. Fees and Expenses

The Client will pay SJM Surveyors the agreed fee for the Report, (and also any expressly agreed disbursements). All fees must be paid by 5pm on the working day prior to the inspection. Reports will be issued following receipt of payment.

8. Restriction on Disclosure

The Report is for the sole use of the named Client(s) and is confidential to the Client(s) and his/her/their professional advisers. The effects of the Contracts (Rights Of Third Parties) Act 1999 are excluded. Only the recipients of the Report to whom it is addressed (The Client/s) may rely on the Report, and no liability is accepted for any use/reliance on the report by any 3rd parties. The Report must not be reproduced, in whole or part, without the prior written consent of the Surveyor. We reserve the right to act for and to advise any third party on this same property in the event that the Client decides for any reason not to proceed with the purchase.



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