

### CHOOSING BETWEEN SURVEYS



1. **Why do I need my own Survey?**  
The best way to reach an informed decision on such an important investment as a home is to have a professional survey and valuation of the property which interests you. Before you decide to go ahead and commit yourself legally, you can minimise the risks by asking a qualified surveyor to answer these questions for you:

- Is the agreed price reasonable?
- Are there drawbacks I don't know about?
- If so, what do I need to do about them?

2. Commissioning your own survey is the simple, economical way to avoid unpleasant – and perhaps costly – surprises after moving in. In some cases, the surveyor's report may enable you to renegotiate the price.

3. **I already have a Mortgage Valuation report** - Even if you are seeking a mortgage – and may be paying for a Mortgage Valuation report (a Level 1 inspection) – it is still advisable and prudent to arrange a survey by your own surveyor. The Consumers' Association *Which?* Magazine and the Council of Mortgage Lenders both give this advice.

4. The reason for this is that the Mortgage Valuation report is prepared for the lender – not for you, the borrower. It answers only the lender's questions concerning the appropriate security for your loan. You cannot rely on it to answer the questions which concern your personal interests or to give you details on the condition of the property.

5. **What choice of surveys do I have?** RICS members offer two forms of survey which are specifically designed to help homebuyers:

6. **A BUILDING SURVEY (LEVEL 3 SURVEY)** (formerly called a structural survey) A Building Survey is suitable for all residential properties and provides a detailed picture of their construction and condition. It is likely to be needed if the property is, for example, of unusual construction, is dilapidated or has been extensively altered – or where a major conversion or renovation is planned. It is usually tailored to the client's individual requirements. The report includes extensive technical information on construction and materials as well as details of the whole range of defects. Generally if the property is older than about 1930 then a Building Survey is the right choice.

7. **The HOMEBUYER Survey & Valuation** (usually called 'The HOMEBUYER Service' A Level 2 Survey)

By contrast, The HOMEBUYER Service is in a standard format and is designed specifically as an economy service. It therefore differs materially from a Building Survey in two major respects.

❖ **It is intended only for particular types of home:** houses, flats and bungalows which are:

- generally built after 1930
- conventional in type and construction
- apparently in "reasonable" condition.

❖ **It focuses on essentials:** defects and problems which are urgent or significant and thus have an effect on the value of the property – although it also includes much other valuable information.

8. The HOMEBUYER Service, unlike a Building Survey, provides not only a survey but also a valuation as an integral part of the Service. **What else should I know about the HOMEBUYER Service?** The Service – the inspection, the report and the valuation are all explained in detail in the accompanying *Description of the HOMEBUYER Service*, but the highlights are:

❖ **This is an economy package.** Because of the practical limits on the type of property and on the scope of its coverage, the HOMEBUYER Service is priced mid-range – more expensive than a Mortgage Valuation, but less than a Building Survey.

❖ **The surveyor's main objective in providing the Service** is to assist the prospective homebuyer to:

- Make a reasoned and informed judgement on whether or not to proceed with the purchase
- Assess whether or not the property is a reasonable purchase at the agreed price
- Be clear what decisions and actions should be taken before contracts are exchanged.



## CHOOSING BETWEEN SURVEYS contd.

### Homebuyer Service – contd.

- 9 The surveyor also gives his or her professional opinion on the particular features of the property which affect its present value and may affect its future resale.
10. **The concise report** covers the building inside and outside, the services and the site. It focuses on the defects and other problems which in the judgement of the surveyor are urgent or significant, but it also covers:
- The general condition and particular features of the property
  - Particular points which should be referred to the client’s legal advisers
  - Other relevant considerations concerning, for example, safety, the location, the environment, or perhaps insurance.
11. Matters which are judged to be non urgent or not significant or are minor matters that do not affect the value of the property are as a general rule *not* included in the report. The surveyor will mention matters judged to be both helpful and constructive.
12. **Where the client should take some action –** Before deciding to proceed with the purchase, this is signalled clearly in the text of the report and included in the summary of action and other key considerations.

*The main features of the HOMEBUYER SERVICE are compared below with those of a Building Survey:*

	<b>LANDLES</b> <b>HOMEBUYER SURVEY &amp; VALUATION</b> [Level 2 Survey]	<b>LANDLES</b> <b>BUILDING SURVEY</b> [Level 3 Survey]
<b>Type of Property</b>	Generally not older than about 1930. Conventional houses, flats, bungalows, etc., in apparently reasonable condition.	Any residential or other property, in any condition. (Certainly for property older than 1930). The majority of Building Surveys we carry out are on “period” properties.
<b>Type of Service</b>	Economy package in standard form. Simple reporting under the various elements.	More expansive on detail. Custom-made to client’s individual needs. More in-depth.
<b>Objects of Service</b>	To assist client: (i) to make an informed judgement on whether or not to proceed; (ii) decide whether or not the property is a reasonable purchase at agreed price; and (iii) assess urgent and significant matters before exchanging contracts.	To provide client with: (i) assessment of construction/condition of property; and (ii) technical advice on problems and on remedial works.
<b>Services</b>	Visual assessment only – no testing of services are carried out.	Visual assessment only – no testing of services are carried out.
<b>Special Features</b>	Focus on <u>urgent</u> and <u>significant</u> matters.	Provides details of construction / materials / defects and need for future maintenance.
<b>Valuation</b>	Integral part of HOMEBUYER Service.	Provided as agreed extra.
<b>Insurance Figure</b>	Integral part of HOMEBUYER Service.	Provided as agreed extra.
<b>Form of Report</b>	Compact, fixed format.	Usually much longer, more detailed and technical.

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## Description of the

# LANDLES HOMEBUYER SURVEY & VALUATION – THE SERVICE

### The Service

1. The Landles Homebuyer Survey & Valuation comprises:-
    - an inspection of the property
    - a concise report based on the inspection
    - a valuation
  2. The Surveyors main objectives are to provide you with professional advice to assist you to;
    - make a reasoned and informed decision on whether or not to go ahead and buy the property
    - make an informed decision on what is a reasonable price to pay for the property
    - take account of any urgent and / or significant repairs or replacements the property needs and;
    - consider what further advice (e.g. specialist reports) you should take before exchanging Contracts.
  3. The Homebuyer Survey therefore covers the general condition of the property and particular features that may affect its present value and future resale.
  4. The report focuses on matters, which the surveyor judges to be urgent and / or significant.
  5. It does not highlight minor defects or matters that would be dealt with under normal regular maintenance, nor will the report go into detail on the method of construction or its performance characteristics.
  6. If an element as inspected is considered “satisfactory”, then a simple “satisfactory” will be reported.
  7. Significant matters are defined as matters which could reasonably be expected in negotiations over price to be reflected in the amount finally agreed.
- ### The Inspection
8. The Inspection is a general surface examination of those parts of the property that are accessible. Accessible is defined as visible and readily available for examination from ground and floor levels, without risk of causing damage to the property or injury to the surveyor.
  9. Due care is therefore exercised throughout the inspection regarding safety, practicality and the constraints of being a visitor to the property (which may be occupied).
10. Temporary outbuildings are not inspected or commented on.
  11. Permanent outbuildings are briefly inspected for signs of serious problems, and briefly reported on.
  12. The surveyor does not remove the contents of cupboards, remove secured panels or undo electrical fittings. Furniture, floor coverings and other contents are not moved or lifted. No part is forced or laid open to make it accessible.
  13. If necessary, the surveyor will carry out parts of the inspection when standing at ground level on adjoining public land. No adjoining private land / property will be entered onto.
  14. Equipment such as a damp-meter, binoculars and torch may be used. A ladder will be used for flat roofs and roof hatches not more than 3 m above ground / floor level – IF IT IS SAFE TO DO SO.
  15. Leisure facilities (e.g. pools, etc.) are not inspected or commented on.
- ### Services
16. Services are often hidden within the construction of the property and as a result, only the visible parts of the available services can be inspected.
  17. The surveyor will not carry out specialist tests, or test or assess the efficiency of electrical, gas, plumbing, heating or drainage installations (or whether they meet current regulations) or the inside condition of any chimney, boiler or other flue.
- ### Flats
18. In the case of flats, the surveyor will assess the general condition of the outside surfaces of the building, as well as its access areas, (shared hallways, staircases, etc.). Roof spaces are inspected only if access can be gained from a hatch in the subject property. The surveyor will not inspect drains, lifts, fire alarms and security systems.
- ### Dangerous Materials, Contamination & Environmental Issues
19. The surveyor will not make any enquiries about contamination or other environmental dangers. However, if they suspect a problem they will recommend further investigations.

20. The surveyor may assume that no harmful or dangerous materials have been used in the construction, and does not have a duty to justify this assumption. However, if the inspection shows that these materials have been used, the surveyor will report and call for further investigations.
21. The surveyor 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". With flats the surveyor will assume that there is a duty holder (as defined in the regulations), and that an asbestos register and an effective management plan is in place, which does not need any immediate payment or present a significant risk to health. The surveyor will not consult the duty holder.
22. The surveyor will not refer to or comment on an EPC or any other legal documents.
23. The report is arranged under the following sections:-
- 1.0 GENERAL
  - 2.0 OVERALL OPINION
  - 3.0 THE PROPERTY & LOCATION
  - 4.0 DAMP, TIMBER DEFECTS, MOVEMENT
  - 5.0 THE VARIOUS PARTS OF THE BUILDING
  - 6.0 THE SERVICES
  - 7.0 INSULATION & VENTILATION
  - 8.0 THE SITE
  - 9.0 LEGAL & OTHER MATTERS
  - 10.0 RISKS
  - 11.0 SUMMARY
  - 12.0 VAULTATION
  - 13.0 BUILDINGS INSURANCE COVER
  - 14.0 DECLARATION & SIGNATURE

#### The Report

22. The surveyor will produce a concise report of their 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 focuses on matters that, in the surveyor's opinion, may affect the value of the property if they are not dealt with.
23. If the property is leasehold the surveyor will give you general advice and details of questions you should ask your legal advisors.

#### The Opinion of Value

23. The report provides the surveyor's opinion of those matters which are urgent and / or significant and need action or evaluation by you before contracts are exchanged or an offer to purchase is made.
24. The report includes the following:-
- Urgent repairs:-  
- for which you should take the action advised where appropriate.
  - Significant (but not urgent) repairs and renewals  
e.g. new covering of flat roof before long.
  - Other significant considerations  
e.g. a potential source of inconvenience that the surveyor wishes to draw to your attention.
  - Issues for Legal Advisors  
e.g. matters identified that you should instruct legal advisers to include in their enquiries.
25. The report focuses on matters that, in the surveyor's opinion, may affect the value of the property if they are not dealt with.
26. Market Value is defined as;  
***"the estimated amount for which a property should exchange on the date of valuation 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"***.
27. In arriving at the opinion of Market Value the surveyor will make the following assumptions in respect of the materials, construction, services, fixtures & fittings, etc. that:-
- an inspection of those parts which have not yet been inspected would not identify significant defects or cause the surveyor to alter the valuation.
  - no dangerous or damaging materials or building techniques have been used in the property.
  - there is no contamination in or from the ground and the ground has not been used as landfill
  - the property is connected to, and has the right to use the main services mentioned in the report; and
  - the valuation does not take account of any furnishings, removable fittings and sales incentives of any description
  - the property is sold with vacant possession;
  - the condition of the property or the purpose that the property is, or will be, used for does not break any laws;
28. The surveyor will not report on the cost of any work to put right defects or make recommendations on how these repairs should be carried out. THIS IS OUTSIDE THE SCOPE OF THIS LEVEL 2 SURVEY.
29. Matters assessed as not urgent, or not significant or are matters that can be dealt with under normal maintenance, are not generally reported.
30. If a part or area normally examined is found to be inaccessible during the inspection, this is reported; if a problem is suspected then advice is given on what action should be taken.

- no particular troublesome or unusual restrictions apply to the property, that the property is not affected by problems that would be revealed by the usual legal enquiries, and that you have applied for and acted in line with all necessary planning permissions and building regulation permissions (including permission to make alterations) and;
- the property has the right to use the mains services on normal terms, and that the sewers, mains services and roads giving access to the property have been “adopted” (that is they are under Local Authority not private control).

34. The surveyor will report any more assumptions they have made.

35. If the property is leasehold the general advice referred to above will explain what other assumptions the surveyor has made (SEE: “Leasehold Properties” information sheet).

Insurance Reinstatement Cost Assessment

36. “Reinstatement Cost” is the estimated cost of rebuilding an average home of the type and style inspected to its existing standard using modern materials and techniques and in line with current building regulations and other legal requirements.

37. This includes the cost of rebuilding any garage, boundary or retaining walls and permanent outbuildings, and clearing the site. It also includes professional fees, but excludes VAT, except on fees.

38. The assessment of Listed buildings differs in that the assessment is calculated on a like for like replacement basis.

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**PTO: Standard Terms of Engagement**

# LANDLES Homebuyer Survey & Valuation

## STANDARD TERMS OF ENGAGEMENT

1. **The Service;** the surveyor will provide the service as described above unless any “additions” are agreed in writing before the inspection.
2. **The Surveyor;** will be a full Member or Fellow of the Royal Institution of Chartered Surveyors, who has the skills, knowledge and experience to survey, value and report on the property.
3. **Before the Inspection;** the Client will inform the surveyor if there is an agreed purchase price for the property; and if there are any particular concerns (such as plans for extension) about the property that the Client may have.
4. **Terms of Payment;** the Client agrees to pay the fee and any other charges agreed in writing.
5. **Cancelling the Contract;** you the Client are entitled to cancel this Contract by giving notice to the surveyor’s office at anytime before the day of inspection. The surveyor will not provide the service (and will report promptly to the Client) if after arriving at the property they decide that this Level 2 Survey is not suitable for the type of property and it would be in the Client’s best interests to have a Building Survey (Level 3 Survey) and valuation carried out. If you cancel this contract the surveyor will refund any money you have paid for the service, less any reasonable out of pocket expenses for travel and time. If the surveyor cancels the contract, the reason will be explained to the Client.
6. **Liability;** the report is provided solely for the use of the named Client and no liability is accepted to any other person / third party.
7. **Disclosure;** the report may be disclosed to your legal advisers assisting in respect of your purchase of the property, but no liability is accepted to them. The report may not be copied or passed to any third party without the prior written consent of the surveyor.
8. **Complaints Handling Procedure;** a copy of the surveyors complaints handling procedure is available on request.
9. **These Terms;** form part of the contract between the surveyor and the Client (you).

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# LANDLES BUILDING SURVEYS

Residential & Commercial

## Description - Level 3 Report

The following is set out as a guide to typical matters addressed in our Building Survey. These may vary according to individual circumstances. Any additions to be agreed at the time of taking instructions. (We can also provide if required, at agreed additional cost, our opinion of Market Value and/or a Current Insurance Reinstatement Cost Assessment. Both carried out in accordance with RICS requirements). The majority of Building Surveys we carry out are on “period” properties, generally 100+ years old, ranging from small cottages to large farmhouses or rectories OR commercial premises in contemplation of a purchase, or where a tenant is taking on a lease with repairing covenants. The headings will vary according to the type of premises;-

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#### APPENDIX

- Photographs
- Copy of Signed Confirmation of Instructions Letter
- Building Surveys – Conditions of Engagement
- Current Issues Information Sheet for Home Buyers

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## Description of the

# LANDLES BUILDING SURVEY SERVICE

### The Service

20. The "Landles Building Survey Service" includes an inspection of the property and a detailed report based on the inspection.
21. The Surveyors main objectives are to provide you with professional advice to assist you in;
  - making a reasoned and informed decision on the condition of the property when contemplating a purchase;
  - provide additional detail on the condition and type of structure than the more concise Homebuyer Survey;
  - describe identifiable risk of potential or hidden defects;
  - when 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.
22. Any extra services provided that are not covered by the terms and conditions of this report must be covered by separate letter.

### The Inspection

23. The surveyor carefully inspects the inside and outside of the main building and permanent outbuildings recording the construction and defects that are evident. The inspection is intended to cover as much of the property as physically accessible and within the time frame commensurate with the agreed fee. Where the visual inspection is not possible a comment will be made.
24. The surveyor does not;-  
force or open up the fabric, lift fitted coverings or floorboards, move furniture, remove contents of cupboards roof spaces, etc., remove secured panels and / or hatches or undo any electrical fittings. Under floor areas are inspected if there is safe appropriate access.
25. If necessary the surveyor carried out parts of the inspection when standing at ground level from adjoining public property, where accessible. Private property is not entered on. 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.

26. Equipment such as a damp meter, binoculars and torch may be used for flat roofs and roof hatches not more than 3m above ground / floor level - IF IT IS SAFE TO DO SO.

27. Leisure facilities (e.g. pools, jacuzzis, hot tubs, saunas, etc.) are not inspected.

### Services

28. Services are generally hidden within the construction of the property. This means that only the visible parts of the available services can be inspected.
29. The surveyor does not carry out specialist tests, other than through their normal operation in everyday use.
30. The visual inspection cannot assess the efficiency or safety of; electrical, gas or other energy sources; the plumbing, heating or drainage installation (or whether they meet current regulations); or the internal condition of any chimney, boiler or other flue.
31. Intermittent faults of services may not be apparent on the day of inspection.
32. We will endeavour to provide a meaningful assessment on the services based on the visual inspection, and the surveyor's experience and comparing with average purchasers requirements.

### Flats

33. When inspecting flats the surveyor assesses the general condition of outside surfaces of the building as well as its access and communal areas (e.g. shared hallways and staircases). Roof spaces are inspected if they are accessible from within the property.

Communal services are inspected in the usual way where visible and accessible, but no specialist tests are undertaken.

### Dangerous materials, contaminations and environmental issues.

34. The surveyor does not make enquiries about contamination or other environmental dangers. However, if a problem is suspected from evidence found on site or from local knowledge then further investigations may be recommended.

16. The surveyor may assume that no harmful or dangerous materials have been used in the construction, and does not have a duty to justify this assumption. However, if the inspection shows that these materials have been used, the surveyor will report and call for further investigations.
17. The surveyor 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". With flats the surveyor will assume that there is a duty holder (as defined in the regulations), and that an asbestos register and an effective management plan is in place, which does not need any immediate payment or present a significant risk to health. The surveyor will not consult the duty holder.

#### Outside the Property

18. The condition of boundary walls, fences, permanent outbuildings are inspected as per the main building above, but not to the same degree as the main building.
19. Buildings containing leisure facilities are inspected if they are of a permanent nature, but not the facilities within them.

#### The Report

20. The surveyor will produce a Report of the inspection for you to use, but cannot accept any liability to anyone else. The Report is for your own private use and is not to be copied or supplied to any other third party including a vendor of the subject property.
21. If you decide not to act on the advice in the report you do so 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 may not be reported.
22. The Report is not a "warranty".
23. If a part or area normally examined is found to be inaccessible during the inspection, this is reported; if a problem is suspected then advice is given on what action should be taken.

#### Energy

24. The surveyor has not prepared the Energy Performance Certificate (EPC). The surveyor will not refer to or comment on any EPC. No formal energy assessment of the building is carried out. Where appropriate, comment and advice will be given in the appropriate sections of the report on energy efficiency matters in order to provide a useful overview.

#### Issues for Legal Advisers

25. The surveyor does not act as legal adviser and does not comment on any legal documents. If during the inspection, the surveyor identifies issues that your legal adviser may need to investigate further, the surveyor may refer to these in the report.
26. If the property is leasehold the surveyor will give general advice and details of questions you should ask your legal advisers. This general advice is give in the "Leasehold Properties Advice" document.

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**See the "Landles Building Survey Terms of Engagement and Conditions " overleaf....."**

# LANDLES BUILDING SURVEY

## TERMS & 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 will be 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 3m (10') above the floor or adjacent ground. It might not be possible therefore to inspect roofs above this level; in such cases pitched roofs will be inspected through binoculars. The surveyor will follow the guidance given in *Surveying Safely* issued by the RICS which incorporates the guidance given in Guidance Note GS31 on the safe use of ladders and stepladders issued by the Health and Safety Executive.
  - d. *Boundaries, Grounds and Outbuildings* – The surveyor will not include boundaries, grounds and outbuildings unless attached to the main dwelling. 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 he considers that tests are advisable and, if so, an inspection and report by a specialist should be obtained.
  - f. *Areas not inspected* – The surveyor will identify any areas he was unable to inspect but which would normally be inspected. He will 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 a large development 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 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 para 2(a) above.
  - c. 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 bylaws, 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, 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 plus any out of pocket expenses incurred. VAT will be payable in addition.
7. **Restriction on Disclosure**

The report is for the sole use of the named client only and is confidential to the client (and their professional advisers, although no liability is accepted to them). No liability is accepted to any third parties. The Report may not be copied or passed on to any other party, without the surveyor's prior written consent.

Notes:(i) A building survey report does not automatically include advice on value or a reinstatement cost assessment for insurance purposes. However the surveyor will be prepared to provide such opinions if this is agreed at the time of taking instructions. (ii) Landles operate a complaints handling procedure as required by the RICS rules of conduct. Further details are available on request.

