

The survey will be carried out by an experienced Fellow or Member of the Royal Institution of Chartered Surveyors (RICS) and has the skills, knowledge and experience to survey and report on the property. The surveyor's contact information is set out in the accompanying Engagement Letter. The survey is only suitable for conventional properties located in England or Wales.

This document and covering Engagement Letter forms the basis of an agreement between you and your surveyor and is designed to make you aware of what the surveyor will and will not do when carrying out an ISVA HomeSurvey Level 2. It also outlines some of the assumptions that he or she will make in the report. **If there are any points that you do not understand or would like to clarify, it is important that you contact your surveyor before confirming your instructions.**

Please note this document forms part of a legally binding contract, as such we recommend you obtain legal advice before agreeing to these terms. In the event of a conflict between these Terms of Engagement and the Engagement Letter, the Engagement Letter will prevail.

### THE REPORT FORMAT

We will provide a property-specific report for the service in accordance with the current edition of the Home survey standard RICS professional statement.

**The RICS HomeSurvey Level 2 is a concise survey report that will include advice on the general condition of the property - although it is not as detailed as an RICS Level 3.** The report format is divided into numbered sections and the surveyor will comment upon those significant defects and shortcomings that in his/her opinion might affect your decision to purchase. Close to the beginning, Section 3 of the report, named the Overall Opinion & Priority Matters, is a general overview of the property, and this prioritises the most important findings under three headings:

**Urgent Repairs:** These are matters that, in the opinion of the surveyor, should be remedied as soon as possible.

**Matters Requiring Further Investigation or Action:** These are matters that, in the opinion of the surveyor, will require further investigation or action before you make a legal commitment to the purchase.

**Maintenance Issues and Other Recommendations:** These are items that, in the opinion of the surveyor, are not urgent but may have an impact on the performance of the building and could affect purchase negotiations.

### SUITABILITY OF THE PROPERTY

The RICS HomeSurvey Level 2 is suitable for most properties of conventional construction and design but it may not be suitable for very old and/or large properties, those of a non-conventional design and construction or properties that have been substantially altered or extended. An RICS Survey Level 3 would involve a longer, more detailed inspection and would provide a more comprehensive report. If in doubt as to which survey type is the most suitable, you should discuss this with your surveyor before confirming your instructions. Examples of differences between a Level 2 and a Level 3 Survey are summarised in the enclosed Choosing Between Survey Types document.

If you return a signed copy of the engagement letter to us to confirm our instruction, you are confirming that, having considered the available options, you have chosen an RICS HomeSurvey Level 2. No responsibility is accepted for any matters affecting the property which the report does not reveal, but which might have been discovered had you chosen a more in-depth survey level.

### THE SURVEYOR'S LIABILITY

The report is confidential and is provided for the sole use of the client (who may show it to their immediate professional advisers). No liability to any third party will be accepted under any circumstances. Furthermore, the report is not to be used for the purposes of obtaining mortgage funding or loans.

Before making a legal commitment to purchase the property (i.e., before you exchange contracts) you are recommended to obtain written quotations for any required remedial works recommended by the surveyor and must take any other actions recommended in the report, to include obtaining specialist advice or reports, where appropriate – this is important to reliably gauge the cost and nature of remedial works that may significantly affect your enjoyment and use of the property. Any verbal or other information given by the surveyor before you receive the written report

should not be construed as a representation or warranty and should not be acted upon. If you decide to exchange contracts before you receive our written report, you will do so at your own risk and must accept any associated consequences.

Liability for error, omission, advice or action rests solely with the surveying practice. The report will be prepared by the surveyor merely in his or her capacity as an employee or agent of a firm, company or other business entity ("the Entity"). The report is the product of the Entity, not of the individual surveyor. All the statements and opinions contained in the report will be expressed entirely on behalf of the Entity which accepts sole responsibility for these. For his or her part, the individual surveyor assumes no personal financial responsibility or liability in respect of the report and no reliance or inference to the contrary should be drawn and you agree that you will not bring any claim against any individual surveyor personally in connection with our services. In the case of sole practitioners, the surveyor may sign the report in his or her own name unless the surveyor operates as a sole trader limited liability company.

We will not be liable for any errors or omissions in the report or any issues with the property arising from any matter we were unable to detect due to any inability to inspect relevant areas. Nor will we have any liability where we have relied upon information provided to us by you or any third party, which subsequently turns out to be inaccurate, unless we had or ought to have had reasonable grounds to doubt the accuracy of the information at the time. Nor is any responsibility accepted for any matters affecting the property which could not reasonably have been identified from the visual, non-intrusive inspection of the property and the scope of the RICS/ISVA HomeSurvey Level 2 inspection.

No contract will exist between the client and the individual surveyor or any director, partner, employee or consultant of Martin Goode MRICS Ltd. You agree that you will not bring any claim or action against any such individuals personally, in connection with the services provided by Martin Goode MRICS Ltd.

Neither the whole, nor any part of the report, nor any reference to it may be included in any published document, circular or statement, distributed, published or referred to in any way without the surveyor's prior written consent to the form or context in which it may appear. Copyright in the report is owned by or licensed to ISVA and the surveyor.

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 any person other than the surveyor or the client.

In common with other professionals, we seek to limit our liability. Our liability to you arising out of or connected with this engagement caused by our breach of contract, negligence or other default is limited to a maximum of £10000. Further, we shall not be liable to you for any loss of profit or indirect or consequential loss. However, nothing in the Letter of Engagement or these Terms excludes or restricts any liability arising from death or personal injury, fraud or dishonesty (or where exclusion or restriction of liability is not permitted by law).

Further, 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.

Our contract with you for the provision of this report is subject to English law. Any dispute in relation to this contract, or any aspect of the report, shall be subject to the exclusive jurisdiction of the Courts of England and Wales, and shall be determined by the application of English law, regardless of who initiates proceedings in relation to the report.

Our report will be provided in writing as soon as reasonably possible after completing our inspection, investigations and time for reflection.

## **THE SCOPE OF THE SURVEY**

The survey demands a sensitive and practical approach in order to limit intrusion to what is reasonable and to avoid causing damage for which the surveyor might become liable. Within the scope of the ISVA HomeSurvey Level 2, no comments will be made in respect of any parts of the property that cannot reasonably be inspected or where inspection would put the surveyor at risk of personal injury. Any particular difficulties or restrictions in carrying out the survey, including as a result of health and safety issues, will be referred to in the report. Where the surveyor is unable to reach a conclusion with reasonable confidence, a recommendation for further investigation may be necessary.

### **The Surveyor WILL:**

- Undertake a general, surface inspection of those parts of the property that are reasonably accessible. In this context, reasonably accessible means visible and readily available for inspection from ground and upper floor levels, without endangering the safety of the surveyor and without damaging the property. The surveyor will use appropriate methods and equipment to inspect a roof that is not visible from a window or another part of the building, and that is not more than three metres above ground level if it is safe and reasonable to do so. Where practicable the surveyor will ask the owner/occupier to open any traps and hatches that provide access to parts of the structure and to move furniture or possessions where the same would prevent normal levels of inspection, or inform you where this is not done.
- Roof spaces of houses and bungalows and flat roofs will be inspected, if safe and ready access is possible, using a three-metre surveyor's ladder. In recent years, the lofts of many homes have been insulated using thick insulation material. Usually, it is not safe to walk on the ceiling joists when this material is in place without crawling boards and it may therefore restrict inspection of the roof space as a result.
- Inspect subfloor areas by an inverted 'head and shoulders' inspection where appropriate and it is safe to do so (where floors have unfixed access hatches/panels or floorboards), inspect exposed floors, and assess floors for excessive deflection by a "heel-drop" test.
- Inspect the exterior of the building from ground level; both from within the boundaries of the property and where necessary from any immediately adjacent and accessible public areas, using binoculars and, where necessary, with the use of a three-metre ladder. The interior will be inspected within the limitations referred to in this document.
- Check for damp using a moisture meter at various random locations within the property where it would be reasonable to anticipate or assume that dampness may be occurring. Please note that commonly the damp proof course is hidden from view and if so its existence, status and condition cannot be verified.
- Inspect a representative sample of accessible timber but will not inspect concealed/inaccessible timber.
- Provide general comments on location but will not confirm sound insulation, if any, or noise of any sort as sensitivity to noise is very subjective.
- Attempt to open a sample of the windows and doors (assuming keys are available to any locks). For example, this might include one on each elevation or one of each window or door type, where there is a variety.
- Lift standard, lightweight drainage manhole covers, where these are readily accessible and where it is safe and possible to do so without the use of specialist lifting equipment and without causing damage or risking injury. Covers fixed with screws or bolts will not be lifted. The surveyor will comment on the condition of the chambers on the basis of a visual inspection.
- Provide general comments on the visible parts of the gas, electrical, heating, water and drainage installations, including water storage tanks and boilers where it is reasonable and practicable to do so. However, the surveyor will not operate or test the service installations, gas appliances, stoves, fireplaces, kitchen appliances, etc. and will not confirm whether they are serviceable or compliant with the relevant Regulations, nor comment on their efficiency. If the surveyor identifies or suspects an obvious problem or defect, however, advice will be given as to what action should be taken. The surveyor will also advise the client that further tests and inspections will be required if the occupier does not provide evidence of appropriate installation and/or maintenance, or the client requires assurance as to their condition, capability and safety.
- Inspect the grounds, as well as the condition of paths, drives, fences, walls (including earth-retaining walls). The visual inspection shall be from within the boundaries of the property and where necessary from accessible adjoining public property. The surveyor will inspect permanent outbuildings such as garages, inside and out, where accessible and relevant to the instruction and client requests. Comments will be made in relation to any trees or plants that might adversely impact upon the property.
- Within the limits set out in this Scope of Works, summarise any defects or issues that pose a risk to the building or grounds or that pose a safety or health hazard to people.

- Report on any freely available public information on environmental matters that affect the property, for example, flood risk, radon or former mining activity. However, in all cases you are advised to obtain a search into environmental matters from your legal adviser.
- Comment on any matters that may need specific investigation by your legal advisers, for example guarantees, statutory approvals, rights of way or easements.
- Inform you if they have been unable to inspect any part of the property that they would normally inspect and recommend any further investigations considered necessary as a consequence.

### **The Surveyor WILL NOT:**

- Open up or inspect parts of the building that are covered, unexposed or inaccessible, remove or disturb insulating material within the roof void or remove secured access panels.
- Lift carpets, floor coverings, floorboards or fixed subfloor hatches. The surveyor will not move furniture or the contents of cupboards or roof spaces. The surveyor will not enter any subfloor void.
- Perform or comment on design calculations or operate/test the services (including the electrical, gas, heating, water and drainage systems, kitchen appliances, broadband/internet or security systems etc). Inspection chamber covers in common areas of flats will not be lifted.
- Carry out excavations to expose foundations or open-up walls, wall cavities and expose cavity wall ties.
- Examine temporary structures or leisure facilities such as sheds, greenhouses, swimming pools, hot tubs, tennis courts or other garden features, including landscaping features. Nor will the surveyor inspect beyond the immediate garden and nearby accessible public places. Areas beyond the immediate garden, including paddocks, pastures or amenity land are outside the scope of the survey and will not be inspected or commented upon.
- Test fireplaces, fires, stoves or the internal parts of chimney flues or flue liners.
- Carry out tests for radon or other naturally occurring gases.
- Make enquiries about contamination or other environmental dangers.
- Carry out an asbestos survey and will not be acting as an asbestos inspector within the meaning of The Control of Asbestos in the Workplace Regulations 2012, SI 2012 No. 632. Advice on asbestos is beyond the scope of the ISVA HomeSurvey Level 2 but if the surveyor believes that Asbestos Containing Materials may be present in the property, this will be reported and advice given as to what action should be taken. In the case of flats, it will be assumed that there is a 'Dutyholder', as defined in the Regulations and that a Register of Asbestos and an effective Management Plan are in place, which do not require any immediate expenditure, and that the materials do not pose a significant risk to health. No enquiries of the Dutyholder will be made. If you have any particular concerns about asbestos, a specialist should be instructed to undertake testing and report as appropriate.
- Verify compliance with Building Regulations, Town and Country Planning Acts or regulations concerning Conservation Areas and Listed Buildings and will not carry out any research regarding development plans and policy in the subject area.
- Verify council tax liabilities.
- Verify the ratings in any Energy Performance Certificate, but the surveyor will report on any obvious discrepancies between an available Energy Performance Certificate and what is observed on inspection of the property.
- Provide any measuring services, unless otherwise agreed in writing as a separate additional service.
- Provide cost estimates, unless otherwise agreed in writing as a separate additional service.
- Provide advice on how any work to rectify defects or repairs should be carried out or provide contractor recommendations.
- Undertake to carry out any recommended further investigations. It is your responsibility to ensure that all recommended investigations are undertaken by a person competent to do so.

### YOUR LEGAL ADVISER'S DUTIES

The surveyor does not advise on legal issues, but the report may identify issues which your legal advisor should check or investigate further. In addition to his/her other duties, it will be the responsibility of your legal adviser to:

- Confirm the type of tenure and to verify whether there are any onerous or restrictive covenants.
- Check that Building Control Approvals and Planning Permissions have been obtained in relation to any alterations, extensions, etc.
- Obtain an environmental search, where appropriate.
- Confirm whether any parts of the property are covered by guarantees, warranties or professional consultants' certificates.

### NATURE AND SOURCE OF INFORMATION TO BE RELIED UPON

In producing the report, the surveyor will rely on various pieces of information supplied by the client, the estate agent and/or the seller (e.g., Home Owner Questionnaire), in relation to the property, its tenure, tenancies/possession, history, etc. The surveyor will assume that this information is correct and may be relied upon without any further verification, unless they have good reason to believe otherwise (in which case, this will be stated in the report).

Where the client has instructed the surveyor to make investigations which cause damage to the property on the basis that the client has obtained the owner's consent, the client will indemnify the surveyor against any loss or cost arising.

If the surveyor needs to seek material assistance or information from others in relation to any aspect of the ISVA HomeSurvey Level 2, the nature of the assistance and the extent of reliance shall be agreed and recorded.

### ASSUMPTIONS FOR RICS/ISVA HOMESURVEY LEVEL 2 (WHERE APPLICABLE)

The surveyor will consider whether each of the following assumptions are reasonable, based on the facts found and observations on site but, unless otherwise stated in the report, the surveyor will assume that:

- No significant defects (which would be classed as an urgent repair or as a matter requiring further investigation) would be revealed by later exposure/inspection of those areas that could not be inspected.
- No hazardous materials or building techniques have been employed in the construction of the property (or in subsequent alterations or refurbishment), such as high alumina cement concrete, calcium chloride additives, asbestos or other potentially deleterious material such as meta-sedimentary aggregates and mundic. However, the surveyor will advise in the report if, in his or her view, there is a likelihood that deleterious material has been used in the construction and specific enquiries should be made or tests should be carried out by a specialist.
- Where the property has any form of external wall system (cladding), that a Fire Safety Certificate has been issued by an assessor registered with a Fire Risk Assessment Competency Council approved body, and which confirms that the panel system is satisfactory, following completion of all appropriate tests. It is essential that you, via your legal advisers, obtain a copy of this document and satisfy yourselves that it is adequate.
- There is no contamination in or from the ground and that the ground is not land-filled or subject to slippage and has not been subject to mineral extraction or mining.
- The property is not affected by radon gas.
- The property is connected to and there is the right to use the mains services reported, on normal terms.
- The roads and sewers serving the property are adopted by the local authority.
- Buildings insurance is available on standard terms.
- The property (if for sale) is offered Freehold (or Long Leasehold with a minimum of 85 years term for flats) with vacant possession. If Leasehold, the assumptions set out in the additional document "ISVA HomeSurvey Appendix – Flats/Leasehold property" also apply.
- Access to the property is as of right upon terms known and acceptable to the client.

- The surveyor will be entitled to assume that the property is not subject to any unusual or onerous restrictions, obligations or covenants which apply to the property or affect the reasonable enjoyment of the property and the current or proposed use of the property is not legally prohibited.
- The surveyor will be entitled to assume that all planning, Building Regulations and other consents required in relation to the property have been obtained, including in respect of any alterations. The surveyor will not verify whether such consents have been obtained. Any enquiries should be made by the client or the client's legal advisers. Drawings and specifications will not be inspected by the surveyor unless otherwise previously agreed.
- The surveyor will be entitled to assume that any newly and/or recently built, converted or extended property has or will have the benefit of a valid and satisfactory 10-year warranty (e.g., NHBC) or Professional Consultant's Certificate. It is essential that you, via your Legal Advisers, obtain copies of these documents and satisfy yourselves that these are adequate.
- The surveyor will be entitled to 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.

**IT WILL BE YOUR RESPONSIBILITY TO LIAISE WITH YOUR LEGAL ADVISER AND TO NOTIFY THE SURVEYOR OF ANY MATERIAL FACTS THAT CONFLICT WITH ANY ASSUMPTIONS MADE HERE OR IN THE REPORT, PRIOR TO MAKING A LEGAL COMMITMENT TO THE PURCHASE. SUCH MATTERS MIGHT HAVE AN ADVERSE EFFECT ON ANY ADVICE GIVEN.**

### **RE-INSTATEMENT COST ESTIMATE FOR BUILDING INSURANCE PURPOSES**

**This is an additional service agreed in our standard quoted fee.** This provides an estimate of the cost of rebuilding an average home of the type inspected to its existing standard, using modern materials and techniques and in accordance with current Building Regulations and other statutory requirements. The sum will include the cost of rebuilding any garage and other permanent outbuildings, boundary structures, retaining walls etc and will include allowances for site clearance and professional fees but will exclude VAT (except on fees). The figure will exclude the cost of rebuilding leisure facilities such as swimming pools, tennis courts etc. Any reinstatement valuation should be reviewed annually, or after significant alterations are undertaken.

### **RICS REGULATION & COMPLIANCE**

The RICS/ISVA HomeSurvey Level 2 report may be subject to monitoring by the RICS to ensure compliance to RICS Regulation.

#### **Retention of Documents**

We will retain all files and documents for a reasonable period, which will in any event be not less than 6 years after completion or termination of the service(s). These will be securely stored and available for future inspection, if required, for up to a maximum of 15 years.

#### **RICS Clients' Money Protection Scheme**

Strictly speaking in accounting terms your payment will be regarded as fees in advance. We do not run a Client account for Martin goode MRICS Ltd and as such your fee will not be protected by the RICS Clients' Money Protection Scheme. Generally, this scheme is set up to protect monies held on behalf of clients e.g., rental payments, service charges, etc.

#### **Disclosure (Conflict of Interest)**

Where Martin goode MRICS Ltd establishes after enquiry that it has had a previous involvement with the property or one of the parties (other than the client) giving rise to conflict of interest, the instructions will be declined. Where previous involvement may give rise only to a perceived conflict of interest limited disclosure will be made to the client and a mutual decision is made as to whether to proceed.

Martin Goode MRICS Ltd is an independent company. It is therefore separate and independent of all other companies involved in the sale/purchase of property. Martin Goode MRICS Ltd fulfils the requirements of RICS ensuring that



there is proper impartiality, independence and transparency for the client. If there is any concern over conflict of interest, please immediately contact Martin Goode MRICS Ltd.

**Referral fees**

Martin Goode MRICS Ltd does not pay a referral fee or equivalent to any party who may have recommended them OR A referral fee has been or may be made, either individually or as part of a third-party commercial relationship.

**GENERAL DATA PROTECTION REGULATIONS**

Please see our Privacy Notice on [www.mrics.org](http://www.mrics.org) regarding how we deal with your data, in compliance with the Data Protection Act 2018.

**COMPLAINTS HANDLING PROCEDURE**

The surveyor operates a complaints handling procedure and will supply a copy upon request. This will enable you to direct your complaint to the right place and will provide details of the redress scheme to which the complaint will be referred if an agreement cannot be reached between you and the surveyor.