

Terms of Engagement and Description of the RICS Condition Report Service

The Service

The RICS Condition Report Service includes:

- an **Inspection** of the property (see 'The Inspection' below);
- a concise **Report** based on the inspection (see 'The Report' below).

The Surveyor who provides the RICS Condition Report Service aims to tell you about:

- the construction and condition of the property on the date it was inspected;
- any defects that need urgent attention or are serious;
- things that need further investigation to prevent serious damage to the fabric of the building; and
- defects or issues that may be hazardous to safety and where further enquiries are needed.

The Inspection

The Surveyor inspects the inside and outside of the main building and all permanent outbuildings, but does not force or open up the fabric. This means that the surveyor does not take up carpets, floor coverings or floorboards, move furniture, remove the contents of cupboards, roof spaces, etc., remove secured panels and/or hatches or undo electrical fittings. If necessary, the Surveyor will carry out parts of the inspection when standing at ground level from public property next door where accessible.

A 'head and shoulders' inspection of the roof space is undertaken, ie the Surveyor does not enter the roof space. The underground drainage system is not inspected.

The Surveyor may use equipment such as a damp-meter, binoculars and torch, and may use a ladder for flat roofs and for hatches no more than three metres above level ground (outside) or floor surfaces (inside) if it is safe to do so.

Services to the Property

Services are generally hidden within the construction of the property. This means that only the visible parts of the available services can be inspected, and the Surveyor will not carry out specialist tests. The 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 inside condition of any chimney, boiler or other flue.

Outside the Property

The Surveyor inspects the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use. To inspect these areas, the Surveyor walks around the grounds and any neighbouring public property where access can be obtained.

Buildings with swimming pools and sports facilities are also treated as permanent outbuildings, but the Surveyor will not report on the leisure facilities, such as the pool itself and its equipment, landscaping and other facilities (for example, tennis courts and temporary outbuildings).

Flats

When inspecting flats, the Surveyor will assess the general condition of outside surfaces of the building, as well as its access areas (for example, shared hallways and staircases). The Surveyor will inspect roof spaces only if they can gain access to them from within the property. The Surveyor will not inspect drains, lifts, fire alarms and security systems.

Dangerous Materials, Contamination and Environmental Issues

The Surveyor will not make any enquiries about contamination or other environmental dangers. However, if they suspect a problem, they should recommend a further investigation.

The Surveyor may assume that no harmful or dangerous materials have been used in the construction, and does not have a duty to justify making this assumption. However, if the inspection shows that these materials have been used, the Surveyor must report this and ask for further instructions.

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 2006*. With flats, the Surveyor will assume that there is a 'dutyholder' (as defined in the regulations), and that in place are an asbestos register and an effective management plan which does not need any immediate payment or present a significant risk to health. The Surveyor will not consult the dutyholder.

The Report

The Surveyor produces a report of the 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 provides you with an objective assessment on the general condition of the main elements of a property. This is expressed in terms of condition ratings.

The report is in a standard format and includes the following sections.

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| A | Introduction to the report |
| B | About the inspection |
| C | Summary of the condition ratings |
| D | About the property |
| E | Outside of the property |
| F | Inside of the property |
| G | Services |
| H | Grounds (including shared areas for flats) |
| I | Issues for your legal advisers |
| J | Risks |
| K | Surveyor's declaration |

Description of the Condition Report Service
Typical house diagram

A market valuation and buildings insurance cost is not included with this report.

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Condition Ratings

The Surveyor gives condition ratings to the main parts (or 'elements') of the main building, garage, and some outside elements. The condition ratings are described as follows.

Condition rating 1

- No repair is currently needed. The property must be maintained in the normal way.

Condition rating 2

- Defects that need repairing or replacing but are not considered to be either serious or urgent. The property must be maintained in the normal way.

Condition rating 3

- Defects that are serious and/or need to be repaired, replaced or investigated urgently.

NI Not inspected

The Surveyor will note in the report if it was not possible to check any parts of the property that the inspection would normally cover. If the Surveyor is concerned about these parts, the report tells you about any further investigations that are needed.

The Surveyor only outlines the justification for the condition rating and does not include any advice. The Surveyor also does not report on the cost of any work to put right defects or make recommendations on how repairs should be carried out.

Energy

The Surveyor has not prepared the Energy Performance Certificate (EPC) as part of the RICS Condition Report Service for the property. If the Surveyor has seen the current EPC, they will present the Energy Efficiency and Environmental Impact Ratings in this report. The Surveyor does not check the ratings and cannot comment on their accuracy.

Issues for Legal Advisors

The Surveyor does not act as 'the legal advisor' and will not comment on any legal documents. If, during the inspection, the Surveyor identifies any issues that your legal advisers may need to investigate further, the Surveyor may refer to these in the report (for example, check whether there is a warranty covering replacement windows).

Risks

This section summarises defects and issues that present a risk to the building or grounds, or a safety risk to people. These may have been reported and condition rated against more than one part of the property or may be of a more general nature, having existed for some time and which cannot be reasonably changed.

Standard Terms of Engagement

1. The service – the Surveyor will provide the standard RICS Condition Report Service ('the service') described in the 'Description of the RICS Condition Report Service', unless you and the Surveyor agree in writing before the inspection that the Surveyor will give you additional advice.
2. The Surveyor providing the service 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 – you tell the Surveyor if you have any particular concerns about the property.
4. Terms of payment – you agree to pay the Surveyor's fee and any other charges agreed in writing.
5. Cancelling this contract – you are entitled to cancel this contract by giving notice to the Surveyor's office at any time before the day of the inspection. The Surveyor will not provide the service (and will report this to you as soon as possible) if, after arriving at the property, they decide that:
 - a they lack enough specialist knowledge of the method of construction used to build the property; or
 - b it would be in your best interests to have an RICS Homebuyer Report or a building survey, rather than the RICS Condition Report Service.

If you cancel this contract, the Surveyor will refund any money you have paid for the service, except for any reasonable expenses. If the Surveyor cancels this contract, they will explain the reason to you.
6. Liability – the report is provided solely for your use, and the Surveyor cannot accept responsibility if it is used, or relied upon, by anyone else.
7. Fees – The Client will pay to M.S. Surveys Limited, in respect of the said professional advice, a fee to be agreed between the Client and the Surveyor. In addition, where agreed in advance, the Client will reimburse M.S. Surveys Limited the cost of all reasonable out-of-pocket expenses which they may incur and pay the amount of the VAT on the fee and expenses. It may be that your case was introduced to us by an estate agent or financial services provider. It is common practice for a proportion of our fee to be paid to the introducer. If you wish to be provided with details of any commission payment payable to the introducer, please contact our office prior to returning this document.

Complaints Handling Procedure

A copy of our Complaints procedure is obtainable on written request from: The Complaints Administrator, M.S. Surveys Ltd, 5 The Gardens, Raydon, Ipswich IP7 5LU.

Note: These terms form part of the contract between you and the Surveyor.