

LANDLES

BUILDING SURVEY – Main Structure ONLY.

[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. **“X” = EXCLUDED**

CONTENTS

1.0 GENERAL

- 1.1 Circumstances of the Inspection
- 1.2 Limitations
- 1.3 Description of the Property
- 1.4 Location

2.0 SUMMARY

- 2.1 Surveyor’s Overall Opinion
- 2.2 Areas of Concern (Other Than Condition)
- 2.3 Summary of Repairs
- 2.4 Further Investigations (before a legal commitment to purchase)

3.0 CONSTRUCTION PRINCIPLES

4.0 MAIN WALLS

5.0 DAMP PROOF COURSE

6.0 FLOOR VENTILATION

7.0 ROOF

8.0 CHIMNEY STACKS

~~9.0 X RAINWATER GOODS X~~

~~10.0 X EXTERNAL JOINERY X~~

~~11.0 X EXTERNAL DECORATION X~~

12.0 CEILINGS

13.0 INTERNAL WALLS AND PARTITIONS

~~14.0 X FIREPLACES AND CHIMNEY BREASTS X~~

15.0 FLOORS

~~16.0 X INTERNAL JOINERY X~~

~~17.0 X INTERNAL DECORATION X~~

18.0 DAMPNES, TIMBER DEFECTS AND STRUCTURAL MOVEMENT

- 18.1 Dampness
- 18.2 Timber Defects
- 18.3 Structural Movement

~~19.0 X ELECTRICAL X~~

~~20.0 X GAS X~~

~~21.0 X WATER SUPPLY AND PLUMBING X~~

~~22.0 X HEATING X~~

~~23.0 X DRAINAGE X~~

~~24.0 X ENVIRONMENTAL AND OTHER ISSUES X~~

- ~~24.1 Orientation and Exposure~~
- ~~24.2 Thermal Insulation and Energy Efficiency~~
- ~~24.3 Ventilation~~
- ~~24.4 Noise and Disturbance~~
- ~~24.5 Means of Escape~~
- ~~24.6 Other Health and Safety Concerns~~
- ~~24.7 Hazardous Materials~~
- ~~24.8 Basic Security~~

~~25.0 X GARAGE AND OUTBUILDINGS X~~

~~26.0 X GROUNDS X~~

~~27.0 X MATTERS FOR LEGAL ADVISOR’S ATTENTION IN ADDITION TO THE USUAL ENQUIRIES X~~

- ~~27.1 Statutory~~
- ~~27.2 Rights of Way, Easements, Shared Services etc~~
- ~~27.3 Boundaries~~
- ~~27.4 Environmental~~
- ~~27.5 Guarantees/Warranties~~

28.0 OBTAINING ESTIMATES

29.0 LIMITATIONS REMINDER

30.0 OPENING UP

31.0 COPY OF REPORT TO LEGAL ADVISOR

32.0 CURRENT ISSUES INFORMATION SHEET

33.0 CONFIDENTIALITY

APPENDIX

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

LANDLES

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**PTO – For our
Standard Terms of
Engagement for
Building Surveys**

These are subject to the
excluded items as indicated
above and agreed with the
Client.

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. (iii) Please see the LANDLES **Privacy Statement** which sets out how we deal with personal information that we may collect in carrying out our contractual instructions to you and other legal duties. This is available on-line at www.landles.co.uk or upon request from our offices.