

LANDLES BUILDING SURVEYS

Residential & Commercial



T W LANDLES BSc MRICS chartered surveyor

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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LANDLES

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LANDLES BUILDING SURVEY SERVICE



The Service

1. The LANDLES Building Survey Service includes an inspection of the property and a detailed report based on the inspection. This service is delivered in accordance with the Home Survey Standard (1st Edition) RICS practice statement and equivalent to a level 3 survey.
2. 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.
3. Any extra services provided that are not covered by the terms and conditions of this report must be covered by separate letter.

The Inspection

4. 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.
5. 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.
6. 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.
7. 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.

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

Services

10. Services are generally hidden within the construction of the property. This means that only the visible parts of the available services can be inspected.
11. The surveyor does not carry out specialist tests, other than through their normal operation in everyday use.
12. 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.
13. Intermittent faults of services may not be apparent on the day of inspection.
14. 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

15. 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.
16. Communal services are inspected in the usual way where visible and accessible, but no specialist tests are undertaken.

Dangerous materials, contaminations and environmental issues.

17. 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.
18. 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.

19. 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

20. 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.
21. Buildings containing leisure facilities are inspected if they are of a permanent nature, but not the facilities within them.

The Report

22. 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.
23. 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.
24. The Report is not a "warranty".
25. 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.
26. We are not qualified "structural engineers" and the Report is not a structural survey. We are unable to comment on the sizing of structural members in a building or specific loadings etc. Based on our experience and knowledge we will provide comment where the visual inspection gives us cause to doubt adequacy or is *"not within usual design parameters"*. We may recommend further inspection/calculation to confirm structural adequacy by a qualified structural engineer.

Energy

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

28. 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.
29. 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 given in the "Leasehold Properties Advice" document.

Cancelling the contract

30. You the Client are entitled to cancel the contract by giving notice to the surveyor's office at any time before the day of inspection. In that event the surveyor will refund any money you have paid for the service less any reasonable out of pocket expenses for travel and time, if incurred. If the surveyor cancels the contract then all monies paid by you will be refunded.

Limitation of liability

31. The Royal Institution of Chartered Surveyors recommends the use of liability caps to members as a way in which to manage the risk in survey and valuation work. Our aggregate liability arising out of, or in connection with this survey, whether arising from negligence, breach of contract, or any other cause whatsoever, shall in no event exceed 10 % of the property value with the percentage limited /capped at £25,000. An alternative Liability Cap may be agreed at the time of taking instructions and this will be stated in the Confirmation of Instructions letter. This clause should not exclude or limit our liability for actual fraud, and shall not limit our liability for death or person injury caused by our negligence.
32. None of our employees, partners or consultants individually has a contract with you or owes you a duty of care or personal responsibility. In instructing LANDLES to undertake this survey on your behalf you agree that you will not bring any claim against any such individuals personally in connection with our services.
33. 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 or 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.



TWL/2020

See the LANDLES Building Survey Terms of Engagement and Conditions overleaf.....

LANDLES

Building Survey Terms 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.
8. **Limitation of liability** Our standard limitations on liability for survey work is set out in the accompanying Description of Service document.

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.

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