

Building Survey - Conditions of Engagement

Introduction

Edwards Genesis are committed to providing the Client with sound, cost effective, independent and professional advice to help you make the correct decision in respect of the property you are proposing to purchase. As part of this service, our Surveyor will endeavour to submit a readily readable Report, avoiding technical jargon wherever possible but fully explaining technical terms where these are used. The Report will identify major defects and serious items of disrepair, with recommendations as to repair, including carrying out further investigation or obtaining specialist advice where necessary, taking into account the age and type of property and any specific requirements identified by the Client.

Purpose of Report & Extent of Inspection

1. The Surveyor will advise the Client, by way of written Report, as to his/her opinion of the state of repair and condition of the property's structure and fabric in the context of its age, type and quality of construction but not as an inventory of every individual defect.
2. Save as in hereafter provided, the Surveyor will carry out such work as is reasonable, in his/her professional judgement to enable him/her to meet the requirements of the above, bearing in mind the practical limitations imposed by the individual circumstances of the property at the time of the inspection, and always bearing in mind that the Surveyor is a visitor to the property.
3. The Surveyor will inspect as much of the internal and external parts of the property as is practicable in order to meet the above requirement. Where accessible, loose floorboards, trap doors, unsecured hatches and covers will be lifted or opened as applicable but the Surveyor will not be under any obligation to lift fitted floor coverings, move stored items or furniture, or remove fixtures and fittings to facilitate inspection.
4. Any areas of the structure, including woodwork, which are covered, unexposed or inaccessible will not be inspected, and no parts of the building will be opened up in any way which may cause damage without the prior written consent of the Vendor or Owner (or their authorised Agents) being obtained. The Report will not purport to express an opinion, implied or otherwise, on the condition of un-inspected parts of the property. However, if the Surveyor has valid reason to suspect that there is a material risk of defects in any parts where inspection has not been possible, recommendations will be made as to what practical steps, if any, should be undertaken to determine the condition of those parts.
5. The property will be inspected from ground level and available vantage points (with the aid of binoculars where necessary) within the curtilage and/or from adjacent public areas. Where necessary the Surveyor will inspect from an adjoining owner's land if the permission of said party can be obtained in advance or at the time of inspection. Flat roofs and other upper parts of the structure will be inspected more closely by use of the Surveyor's 3 metre ladder, having due regard to the safety of the Surveyor and others. If the Client requests in advance, and the nature of the particular property so requires, the Surveyor will arrange for longer ladders or other access equipment to be brought to site **at the Client's expense.**
6. Where parts of the exterior are impossible to inspect, or where inspection is restricted due to, for example, trees or nearby structures, the Surveyor will comment on this fact in the Report and will make appropriate recommendations if it is felt that closer inspection needs to be made.

Building Survey Conditions of Engagement

7. Roof voids will be physically inspected where suitable access hatches of adequate size are present and can be safely opened without causing damage or any risk of injury to the Surveyor or others.
8. Sub floor areas of reasonable depth (generally a minimum of 450mm) and not flooded or excessively wet will be inspected, again with due regard to the safety of the Surveyor, where a suitable trap door or other access point, of adequate size, is located and accessible at the time of the Surveyor's visit. **Note:** Clients purchasing properties with suspended timber ground floors are advised to ask Vendors whether such traps are known to exist.
9. No comment can be made as to the condition of chimney flues or the practicality of using the same.
10. The building structure and fabric will be examined for evidence of foundation problems or ground movement, and the Surveyor will comment on any potential destabilising influences, but it is impractical, during the course of a routine Survey, to excavate and expose foundations.
11. Theoretical calculations to check sizes and/or adequacy of structural elements will not be undertaken.
12. In the case of a flat or maisonette, the inspection will cover such areas as are, or are believed to be, included in the sale (as advised by the Vendor, Owner and/or Agent where applicable) and will not extend in detail to other parts of the building/s or common parts although reference will be made to any areas of obvious concern. The Surveyor will be under no obligation to inspect the Lease and/or Management or Service Charge Agreement and Clients are advised of the need to obtain sound legal advice when purchasing flats and similar properties as Leases and other Agreements can impose onerous obligations in respect of parts of the building, communal areas etc. which may not be immediately related to the property being purchased.
13. The inspection and Report will include garden areas, outbuildings, boundaries etc. but comment on such features may be limited if the Surveyor finds only minor defects and/or considers that the condition of items such as outbuildings is of little concern in relation to the condition of (and, if applicable, the value of) the main building. Specialist installations such as swimming pools and similar leisure facilities, ornamental garden features etc. will normally fall outside the scope of a Building Survey Report.

Service Installations and Specialist Fixtures and Fittings

1. **Edwards Genesis** are not plumbers, electricians or gas engineers and are not qualified to test service installations or to report on the condition thereof. Accordingly, no specialist tests of service installations (water, electricity, gas, heating & drainage) will be applied. Similarly, we cannot test or report on specialist fixtures and fittings such as lifts, security and fire alarms, built in cooking or other gas and electrical appliances etc. However, the Surveyor will inspect service installations where possible and will Report on any patent defects and/or will advise where further investigation or specialist tests are considered necessary. Everyday items such as taps, toilet fittings, etc. may be tested by normal operation if appropriate and the Surveyor will lift any drainage inspection covers within the curtilage of the property where such covers are intact and accessible, not stuck or secured shut, and can be lifted without specialist equipment. However, no drains test will be applied.
2. Where the Client requires specialist tests/reports on service installations etc. **Edwards Genesis** will be pleased to assist in arranging these, with the consent of the property Vendor/Owner or the Agent, but the Client will be responsible for agreeing Terms of Engagement with any specialist contractors employed and

Building Survey Conditions of Engagement

for meeting their charges direct.

General Matters

1. Unless otherwise stated in the Report, The Surveyor will have made no enquiries of planning, local, highway or other statutory authorities, Government Departments or Agencies etc. in relation to tenure, covenants, rights of way, planning schemes, NHBC or Architects Certificates etc. but comment will be made if the Surveyor has reason to suspect problems in any such areas so the Client may bring these to the particular attention of his/her legal advisers.
2. In providing our Report, the following assumptions will apply unless there is information to the contrary:
 - that no high alumina cement/concrete, calcium chloride additive, asbestos or other potentially deleterious, hazardous or toxic material or technique was used in the construction of the property or has been incorporated since,
 - that the site on which the property stands, or any immediately adjacent land, has not been contaminated (within the meaning of The Environmental Protection Act 1990 and subsequent legislation) by any past use but the Surveyor will advise on any known or suspected environmental issues, taking into account the location of the property, and will advise if any appropriate reports should be obtained by your legal adviser. If the report includes valuation advice, this will be given on the assumption that full buildings insurance cover will be available on normal terms,
 - that the property is not subject to any unusual or especially onerous easement, restrictions, encumbrances or outgoing, is unaffected by any matters which would be revealed by a local search and replies to the usual pre-contract enquiries; or by any Statutory Notice; and that neither the property, its condition or its use (or any intended use) is or will be unlawful,
 - that an inspection of those parts which have not been inspected would not reveal any material defects or, if applicable, cause the Surveyor to materially alter any valuation advice.
4. The Report will be provided for the sole and confidential use of the named Client and his/her professional advisers. It must not be made available, copied, sold or otherwise transferred to third parties without the express written consent of **Edwards Genesis** (for which consent a fee may be payable) and we will accept no liability to any such party unless such consent has been given. **Edwards Genesis** retain the copyright and intellectual property rights to the report and all associated material, including photographs and other images, and reserve the right to publish or otherwise use all of this material, or any part thereof, in any printed or electronic format, including web pages and social media, but in so doing we will take all reasonable precautions not to identify the property and/or the named client. Comments within the Report will be made in good faith and on the strict understanding that they will not be quoted out of context to any third parties.
5. Where requested, the Surveyor may provide the Client with a verbal précis of his findings, and/or a draft copy of the Report, but the Client should not, under any circumstances, make any binding commitment to purchase the property or enter into any other contract relating to the proposed purchase before receiving the final Report, signed by the Surveyor or an authorised representative of **Edwards Genesis**. We can accept no responsibility for any loss in such circumstances.

Building Survey Conditions of Engagement

6. Any repair costs or other sums quoted are for guidance only and it is incumbent on the Client to verify the likely costs of remedial and other works by obtaining contractors' estimates/quotations before entering into a binding contract to purchase. It is also prudent to allow a contingency sum for extra or unforeseeable items.
7. Where it is agreed in advance that the Report is to include valuation advice, including completion of a mortgage lender's standard Mortgage Valuation Report, such advice will be given in accordance with ***Edwards Genesis***' Conditions of Engagement for Valuation Reports (attached if appropriate) in so far as they are not superseded by these Conditions of Engagement in terms of the level of inspection etc.
8. Written acknowledgement of the Client's agreement to these Conditions of Engagement is required and such acknowledgement must be received **as a condition of our Professional Indemnity Insurance before** the Report, or any verbal précis or draft version thereof, can be issued.
9. The Client will pay to ***Edwards Genesis*** the agreed fee, as set out in the accompanying letter or e-mail, for preparation of the Report and, unless otherwise agreed in advance, the fee is due on the date of the accompanying letter or e-mail (see attached **Payment Terms** if advance payment of the agreed fee is requested). **Reports will not normally be released until payment has been received.** Where advance payment is not requested our Terms of Credit are payment within 28 days of the date of invoice and we reserve the right to charge statutory interest on overdue accounts.

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