



Description of the RICS Home Survey – Level 2 (survey and valuation) service and terms of engagement

The service

The RICS Home Survey – Level 2 (survey and valuation) service includes:

- a physical **inspection** of the property (see 'The inspection')
- a **report** based on the inspection (see 'The report') and
- a **valuation**, which is part of the report (see 'The valuation').

The surveyor who provides the RICS Home Survey – Level 2 (survey and valuation) service aims to give you professional advice to help you to:

- make an informed decision on whether to go ahead with buying the property
- make an informed decision on what is a reasonable price to pay for the property
- take into account any repairs or replacements the property needs, and
- consider what further advice you should take before committing to purchasing the property.

Any extra services provided that are not covered by the terms and conditions of this service must be covered by a separate contract.

The inspection

The surveyor inspects the inside and outside of the main building and all permanent outbuildings, recording the construction and significant visible defects that are evident. This inspection is intended to cover as much of the property as is physically accessible. Where this is not possible, an explanation is provided in the 'Limitations on the inspection' box in the relevant section of the report.

The surveyor does not force or open up the fabric of the building. This includes taking up fitted carpets, fitted floor coverings or floorboards; moving heavy furniture; removing the contents of cupboards, roof spaces, etc.; removing secured panels and/or hatches; or undoing electrical fittings.

If necessary, the surveyor carries out parts of the inspection when standing at ground level, from adjoining public property where accessible. This means 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.

The surveyor uses equipment such as a damp meter, binoculars and torch, and uses a ladder for flat roofs and for hatches no more than 3m above level ground (outside) or floor surfaces (inside) if it is safe to do so.

If it is safe and reasonable to do so, the surveyor will enter the roof space and visually inspect the roof structure with attention paid to those parts vulnerable to deterioration and damage. Although the surveyor does not move or lift insulation material, stored goods or other contents.

The surveyor also carries out a desk-top study and makes oral enquiries for information about matters affecting the property.

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 does not carry out specialist tests. The visual inspection cannot assess the efficiency or safety of electrical, gas or other energy sources. It also does not investigate the plumbing, heating or drainage installations (or whether they meet current regulations); or the internal 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. Where there are restrictions to access (e.g. a creeper plant prevents closer inspection), these are reported and advice is given on any potential underlying risks that may require further investigation.

Buildings with swimming pools and sports facilities are treated as permanent outbuildings and are therefore inspected, but the surveyor does not report on the leisure facilities, such as the pool itself and its equipment internally and externally, landscaping and other facilities (for example, tennis courts and temporary outbuildings).

Flats

When inspecting flats, the surveyor assesses the general condition of the outside surfaces of the building, as well as its access and communal areas (for example, shared hallways and staircases that lead directly to the subject flat) and roof spaces, but only if they are accessible from within and owned by the subject flat. The surveyor does not inspect drains, lifts, fire alarms and security systems.

External wall systems are not inspected. If the surveyor has specific concerns about these items, further investigation will be recommended before making a legal commitment to purchase. Until these investigations are completed, the surveyor may not be able to provide you with a market valuation figure.

Dangerous materials, contamination and environmental issues

The surveyor does not make any enquiries about contamination or other environmental dangers. However, if the surveyor suspects a problem, they should recommend 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 such materials have been used, the surveyor must report this and ask for further instructions.

The surveyor does not carry out an asbestos inspection and does not act as an asbestos inspector when inspecting properties that may fall within *The Control of Asbestos Regulations 2012* ('CAR 2012'). However, the report should properly emphasise the suspected presence of asbestos containing materials if the inspection identifies that possibility. With flats, the surveyor assumes that there is a 'dutyholder' (as defined in CAR 2012), and that there is an asbestos register and an effective management plan in place, which does not present a significant risk to health or need any immediate payment. The surveyor does not consult the dutyholder.

The report

The surveyor produces a report of the inspection results 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 objectively describes the condition of the elements and provides an assessment of the relative importance of the defects/problems. Although it is concise, the RICS Home Survey – Level 2 (survey and valuation) report does include advice about repairs or any ongoing maintenance issues. Where the surveyor is unable to reach a conclusion with reasonable confidence, a recommendation for further investigation should be made.

Condition ratings

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

- **R** – Documents we may suggest you request before you sign contracts.
- **Condition rating 3** – Defects that are serious and/or need to be repaired, replaced or investigated urgently. Failure to do so could risk serious safety issues or severe long-term damage to your property. Written quotations for repairs should be obtained prior to legal commitment to purchase.
- **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 1** – No repair is currently needed. The property must be maintained in the normal way.
- **NI** – Elements not inspected.

The surveyor notes 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.

Energy

The surveyor has not prepared the Energy Performance Certificate (EPC) as part of the RICS Home Survey – Level 2 (survey and valuation) service for the property. Where the EPC has not been made available by others, the most recent certificate will be obtained from the appropriate central registry where practicable. If the surveyor has seen the current EPC, they will review and state the relevant energy efficiency and rating in this report. In addition, as part of the RICS Home Survey – Level 2 (survey and valuation) service, checks are made for any obvious discrepancies between the EPC and the subject property, and the implications are explained to you.

Issues for legal advisors

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

This report has been prepared by a surveyor merely in their capacity as an employee or agent of a firm, company or other business entity ('the Company'). The report is the product of the Company, not of the individual surveyor. All of the statements and opinions contained in this report are expressed entirely on behalf of the Company, which accepts sole responsibility for them. For their 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.

In the case of sole practitioners, the surveyor may sign the report in their own name, unless the surveyor operates as a sole trader limited liability company.

Nothing in this report excludes or limits liability for death or personal injury (including disease and impairment of mental condition) resulting from negligence.

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. They may have existed for some time and cannot be reasonably changed. If the property is leasehold, the surveyor gives you general advice and details of questions you should ask your legal advisers. The RICS Home Survey – Level 2 (survey and valuation) report will identify and list the risks, and explain the nature of these problems.

The valuation

The surveyor gives an opinion on both the market value of the property and the reinstatement cost at the time of the inspection (see *Reinstatement cost* below).

Market value

Market value is the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

When deciding on the market value, the surveyor also makes the following assumptions.

The materials, construction, services, fixtures and fittings, and so on

The surveyor assumes that:

- an inspection of those parts that have not yet been inspected would not identify significant defects
- no dangerous or damaging materials or building techniques have been used in the property
- there is no contamination in or from the ground, and the ground has not been used as landfill
- the property is connected to, and has the right to use, the mains services mentioned in the report and
- the valuation does not take into account any furnishings, removable fittings and sales incentives of any description

Legal matters

The surveyor assumes that:

- the property is sold with 'vacant possession' (your legal advisers can give you more information on this term)
- the condition of the property, or the purpose that the property is or will be used for, does not break any laws
- no particularly troublesome or unusual restrictions apply to the property, the property is not affected by problems that would be revealed by the usual legal enquiries, and all necessary planning and Building Regulations permissions (including permission to make alterations) have been obtained and any works undertaken comply with such permissions, and
- the property has the right to use the mains services on normal terms, and the sewers, mains services and roads giving access to the property have been 'adopted' (that is, they are under local authority, not private, control).

The surveyor reports any more assumptions that have been made or found not to apply. If the property is leasehold, the general advice referred to earlier explains what other assumptions the surveyor has made.

Reinstatement cost

Reinstatement cost is the cost of rebuilding an average home of the type and style inspected to its existing standard, using modern materials and techniques, and by acting in line with current Building Regulations and other legal requirements.

This includes the cost of rebuilding any garage, boundary or retaining walls and permanent outbuildings, and clearing the site. It also includes professional fees, but does not include VAT (except on fees).

The reinstatement cost helps you decide on the amount of buildings insurance cover you will need for the property.

Standard terms of engagement

1 The service – the surveyor provides the standard RICS Home Survey – Level 2 (survey and valuation) service described in this section, unless you agree with the surveyor in writing before the inspection that the surveyor will provide extra services. Any extra service will require separate terms of engagement to be entered into with the surveyor. Examples of extra services include:

- costing of repairs
- schedules of works
- supervision of works
- re-inspection
- detailed specific issue reports and
- market valuation (after repairs).

2 The surveyor – The service will be provided by an AssocRICS, MRICS or FRICS member of the Royal Institution of Chartered Surveyors (RICS) who has the skills, knowledge and experience to survey and report on the property. Where the surveyor is also providing a valuation of the property, they have the skills, knowledge and experience to provide such a valuation, and are a member of the RICS Valuer Registration scheme.

3 Before the inspection – Before the inspection, you should tell us if there is already an agreed or proposed price for the property, and if you have any particular concerns about the property (such as a crack noted above the bathroom window or any plans for extension).

4 Terms of payment – You agree to pay our fee and any other charges agreed in writing.

5 Cancelling this contract – You should seek advice on your obligations under *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* ('the Regulations') and/or the *Consumer Rights Act 2015* in accordance with section 2.6 of the current edition of the *Home survey standard RICS professional statement*.

6 Liability – the report is provided for your use, and the surveyor cannot accept responsibility if it is used, or relied upon, by anyone else.

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

This report is for use in the UK

Complaints handling procedure

The surveyor will have a complaints handling procedure and will give you a copy if you ask for it. The surveyor is required to provide you with contact details, in writing, for their complaints department or the person responsible for dealing with client complaints. Where the surveyor is party to a redress scheme, those details should also be provided. If any of this information is not provided, please notify the surveyor and ask for it to be supplied.
