

BUILDING SURVEYS

Explanatory Notes and Conditions of Engagement

1. A building survey is a detailed report of a property and gives an indication of the visible condition and state of repair. It cannot be guaranteed, however, to reveal each and every defect that may exist due to the limitations of the inspection, particularly where a property is fully furnished and carpeted. No inspection will be undertaken of areas that can only be seen at the risk of the personal health and safety of the surveyor or damage to the property. The Surveyor will not undertake any structural or other calculations.
2. Short ladders are taken on site for gaining access to loft voids of pitched roofs and the exterior of a low flat roof. Inaccessible flat roofs over 3 metres (10ft) above ground will not be inspected. nor will voids where the access hatch is sealed or inaccessible. Valley roofs cannot be inspected unless there is access from the interior of the property. Roof slopes will be inspected from ground level or from an available vantage point using binoculars. The Client should arrange access to occupied parts prior to the survey and if reasonable access cannot be obtained by the surveyor than only those parts accessible shall be reported upon.
3. A damp meter is used to take random readings for dampness throughout the property. particularly to the ground floor to check for rising damp. The presence of a damp proof course can often not be determined from a visual inspection. but we will make recommendations if our tests indicate that damp proofing treatment is required. If you know of any previous damp proofing treatment carried out on the property. you should forward to us the specification and any guarantees.
4. We shall inspect flooring where not covered by floor coverings. both from the surface and from accessible cellars. but where floors are covered the information given will be very limited. We will not lift floorboards that are nailed in position. Large items of furniture will not be moved during the survey. The onus is on the purchaser to make detailed enquiries about any alterations carried out to the building. including whether there is a concealed cellar or other hidden void. Securely fixed covers or housings will not be removed. nor will any action be taken that could cause damage to the decorations or finishes.
5. We do not carry out tests of the services — e.g. gas. electricity. water and drainage or other installations / fixtures or fittings and further specialist advice should be obtained prior to legal commitment - and the information given in respect of these items will be as a result of visual inspection only. An indication of the age, condition and adequacy of the electrical wiring. plumbing and central heating will be given. but these can only be fully determined by a test by an appropriate specialist. We shall be pleased to arrange for such tests should you require them on receipt of our survey. Drainage inspection covers will be lifted where they are readily accessible, and it is safe and practicable to do so.
6. We will make a careful examination of the surface of all accessible timber for dry rot and other timber defects and will also advise on further investigation where we consider there is a risk of dry rot occurring. However. because of the nature of dry rot

which develops in concealed areas and only becomes visible after considerable damage has been caused, we can accept no liability if an outbreak is revealed after our survey.

7. Where a survey relates to a shared unit, the leases of which would be liable for a proportion of structural costs, we examine as much of the structure as possible from the exterior but do not gain access to other flats in the block. We inspect roof voids accessible from common areas providing we would not be trespassing by doing so or likely to cause damage. If the shared part of a large purpose-built block. We examine the structure around the ground level and make a more cursory examination of the remainder. You should send us a copy of the lease so that we can advise you on the extent of your shared repair liability. in the case of a large development containing several blocks, the one block containing the subject flat will be inspected. 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 during routine maintenance.

8. Except where the contrary is stated, parts of the structure and of the woodwork which are covered. unexposed or inaccessible will not be inspected and will be assumed to be sound and in good repair.

9. Some referrals may be commission based. In accordance with legal requirements and the BIOS Codes of Best Practice. the details of our instructions from you and the contents of our reports are completely independent and confidential to you as our client.

10. The report is provided for the sole use of the named client and is confidential to the Client and his professional advisers. No responsibility will be accepted towards any other party who may rely on the report.

11. Unless otherwise expressly stated, in making the report, the following assumptions will be made: - that no high alumina cement concrete or calcium chloride additive or other deleterious material was used in the construction of the property. and that the land is not contaminated, or a landfill site. - that the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings and that good title can be shown. - that the property and its value are 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, nor its use. nor its intended use, is or will be unlawful. - that inspection of those parts which have not been inspected would neither reveal material defects nor cause the surveyor to alter the valuation materially. - that no contaminative, hazardous or deleterious materials or techniques have been used, and that there are no serious defects in the state of any wall ties or cladding fixings.

12. The report will include general comments on boundaries. grounds and permanent outbuildings - temporary structures are not inspected. Specialist leisure facilities. including swimming pools and tennis courts. will not be inspected.

13. The survey does not include an inspection for Japanese Knotweed. Unless otherwise stated, we have assumed that there is no Japanese Knotweed within the boundaries of the property or its neighbours. The identification of Japanese Knotweed should be made by a specialist contractor. It must be removed by specialist contractors and removal may be expensive.

14. 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. 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 an asbestos register and 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 dutyholder.

15. We will not investigate any legal matters such as Planning, Building Control or Highways. Your legal advisers will need to advise further on these matters. We will not carry out any investigation to determine if high alumina cement concrete, calcium chloride additive, asbestos or other deleterious material has been used in the construction of this property, and will not be able to report that the property is free from risk. Similarly, we will not carry out any investigations or enquiries regarding possible contamination of the site, and for purpose of this report we have assumed that it is free from all contaminants. It is subsequently established that the site is contaminated, the marketability and value of the property could be reduced. The perceived nature of the sub-soil, where possible, is described in the report but can only be confirmed by digging trial holes. The possibility that the property is built on made-up ground has not been investigated nor has the likelihood that the site may be affected by ground water of any kind. Enquiries of this nature form part of an environmental search and we would recommend that you commission such a report.

16. The Surveyor will advise if there are transformer stations or overhead power lines which might give rise to an electromagnetic 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.

17. The Surveyor will assume that all byelaws, 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 the Client's legal advisers. Drawings and specifications will not be inspected by the Surveyor.

18. Whilst we endeavour to always provide a professional service of the highest standard, in the event of a complaint the matter will be dealt with in accordance with the complaints procedure as laid down in Section 7 of the RICS Rules of Conduct for Firms. A copy of our complaints handling procedure is available on request.

19. Under the provisions of anti-money laundering legislation Modrics Chartered Surveyors are obliged to report any knowledge or suspicion of money laundering to the National Criminal Intelligence Service.

20. Any additional service over and above the standard building survey is to be specifically agreed prior to the inspection being carried out.

21. The Client will be entitled to cancel the contract by notifying us in writing 48-hours before the day of inspection. The full fee will be payable for cancellations within the 48-hour period. We will be entitled not to proceed if, after arriving at the property the Surveyor concludes that it is of a type of construction that cannot be reported on satisfactorily due to a lack of specialist knowledge. In either case we will refund any fees paid.

22. Payment must be made in full to enable the survey report to be dispatched.

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