

## **Description of a Homebuyers report**

The home buyers report includes - An inspection of the property (see 'the inspection' below); - A report based on the inspection (see 'the report' below); The surveyor who provides the homebuyers report aims to give you professional advice to help you to;

- Make a reasoned and informed decision on whether to go ahead with buying the property; take account of any repairs or replacements the property needs; and - Consider what other advice is taken before exchanging contracts (if the property is in England, Wales, Ireland, the channel Islands or isle of man) or concluding an offer (if the property is in Scotland).

## **The inspection**

The surveyor inspects the inside and outside of the main building and all permanent outbuildings but does not force or open the fabric. This means that they do not take up carpets, floor coverings or floorboards, move furniture, remove the contents of cupboards, remove secured panels or undo electrical fittings. If necessary, the surveyor will carry out parts of the inspection when standing at ground level from public property next door. The surveyor may use equipment such as a damp metre, binoculars and torch, and may use a ladder for flat roofs and for hatches no more than three metres above level ground (outside) or floor surfaces (inside) if it is safe to do so.

## **Services to the property**

Services are often hidden within the construction of the property and as a result, only the visible parts of the available services can be inspected. The surveyor will not carry out specialist tests, or tests or assess the efficiency of electrical, gas, plumbing, heating or drainage installations (or whether they meet current regulations) or the inside 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. Buildings with swimming pools and sports facilities are also treated as permanent outbuildings, but the surveyor will not report on the leisure facilities such as the pool itself and its equipment, landscaping and other facilities (For example, tennis courts and temporary outbuildings).

## **Flats**

When inspecting flats, the surveyor will assess the general condition of outside surfaces of the building, as well as its access areas (shared hallways, stairways and so on). The surveyor will inspect roof spaces only if they can gain access to them from within the property. The surveyor will not inspect drains, fire alarms, lifts and security systems.

## **Dangerous materials, contamination and environmental issues**

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

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. Within flats the surveyor will assume that there is a dutyholder (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 dutyholder.

## **The report**

The surveyor produces a report of their inspection for you to use but cannot accept 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 focuses on matters that, in the surveyor's opinion, may affect the value of the property if they are not dealt with. The report is in a standard format. The surveyor gives condition ratings to the main parts (or 'elements') of the main building, garage, and some outside elements.

The condition ratings are described as follows

Condition Rating 1 - No repair is currently needed. The property must be maintained in the normal way.

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 3 - Defects that are serious and/or need to be repaired, replaced or investigated urgently.

NI - Not inspected

The surveyor will note in their report if they were not able to check any parts of the property that the inspection would normally cover. If the surveyor is concerned about these parts, the reports tell you about any further investigations that are needed. The surveyor will not report on the cost of any work to put right defects or make recommendations on how these repairs should be carried out. If, during the inspection, the surveyor identifies issues that your legal advisors may need to investigate further, the surveyor will refer to these in the report.

The surveyor reports on property-related risks or hazards that will not include defects that need repairing or replacing. As well as issues that have existed for a long time and cannot reasonably be changed but may present a health and safety risk or hazard.

If the property is leasehold, the surveyor will give you general advice and details of questions you should ask your legal advisors. The materials, construction, services, fixtures and fittings, and so on. The surveyor will assume that: - An inspection of those parts which 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 a landfill - The property is not connected to, and has the right to use, the mains services mentioned in the report

### **Legal matters**

The surveyor will assume that: - The property is sold with 'vacant possession' (your legal adviser can give you more information on this terms)

- 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, that the property is not affected by problems which would be revealed by the usual legal enquiries, and that you have applied for and acted in line with all necessary planning permission and building regulations permissions (including permission to make alterations)

- The property has the right to use the mains services on normal terms and that 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 will report any more assumptions they have made or found not to apply. If the property is leasehold, the general advice referred to above will explain what other assumptions the surveyor has made.

### **Standard Terms of Engagement**

1. The service – the surveyor will provide the homebuyers report ('the service') description in the 'description of a homebuyers report, unless you and the surveyor agree in writing before the inspection that the surveyor will give additional advice.

2. The surveyor providing the service will be a full member or fellow of the Royal Institution of Chartered Surveyors who has the skills, knowledge and experience to survey, value and report on the property

3. Some referrals may be commission based. In accordance with legal requirements and the RICS 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.

4. Before the inspection – you will tell the surveyor if there is already an agreed or proposed price for the property and if you have any concerns (such as plans for extension) about the property

5. Terms of payment – Payment is to be made in full to enable the survey report to be dispatched. You agree to pay the surveyors fee and other charges agreed in writing.

6. Cancelling this contract – you are entitled to cancel this contract by giving notice to the surveyor's office in writing 48 hours before the day of the inspection. The full fee will be payable for cancellations within the 48-hour period. The surveyor will not provide the service (and will report to you as soon as possible) if, after arriving at the property they decide that: - They lack a enough specialist knowledge of the method of construction used to build the property; or - It would be in your best interests to have a building survey, rather than a homebuyers report. If you cancel this contract, the surveyor will refund any money you have paid for the service, except for any reasonable expenses. If the surveyor cancels the contract, they will explain the reason to you.

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

8. We no longer provide valuations unless specifically requested to do so and our fee has been adjusted accordingly

**Complaints handling procedure**

The surveyor will have a complaint handling procedure and will give you a copy upon request. Please email [surveying@modrics.co.uk](mailto:surveying@modrics.co.uk)

Note: these terms form part of the contract between you and the surveyors

**End of Document.**