



RICS Home Survey - Level 3 – Terms of Engagement Document

Name and Address of Client (including postcode):

Mobile/Telephone:

Email:

Address of Property to be Inspected (including post code):

Proposed Purchase Price:

Access Arrangements:

Type of Survey to be Carried out: RICS Home Survey - Level 3.

Amount of Fee Payment:

The Surveyor - We confirm that the proposed inspection will be carried out by chartered surveyor who is also an RICS Registered Valuer who has the knowledge, skills and understanding to undertake the inspection and the valuation & reinstatement cost elements of the report also. A graduate surveyor may also accompany our chartered surveyor during the inspection.

Proposed Delivery Date - Report emailed within 10 working days following the day of inspection (excluding weekends and bank holidays).

Description of Service - As shown within the attached Description of the RICS Home Survey - Level 3.

Liability - The proposed report would be provided for the clients use and DEESURVEYS Limited cannot accept responsibility if the report is used by a third party.

Insurance - DEESURVEYS Limited has £2,000,000 professional Indemnity cover arranged via our brokers Fraser Miller.

DATA PROTECTION - We use the information you provide primarily for the provision of surveying services to you, and for related purposes including: updating and enhancing client records, analysis to help us manage our practice, statutory returns, legal and regulatory compliance.

DEESURVEY Ltd, Regus Park, Chester Business Park, CH4 9QR

Tel: 0791 704 6943 | www.deesurveys.com | info@deesurveys.com

Registered office: Military House, 24 Castle Street, Chester CH1 2DS | Company Registration No: 5970314

Our use of that information is subject to your instructions, the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as professional advisers. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

You have a right of access under data protection legislation to the personal data that we hold on you.

We may use other businesses or people (e.g. typists, solicitors) to do work on our files. All of those concerned have either a professional duty or an agreement with us to keep those files confidential.

External firms or organisations may also conduct audit or quality checks on our business. These external firms or organisation are required to maintain confidentiality in relation to your files.

Full details about what information we collect about you, how we use it and your rights in respect of it, are set out in our privacy policy which can be found at www.deesurveys.com/terms.

We believe that we have fully set out your requirements and our Terms of Engagement but if we have omitted any matter, or you are unsure about any matter(s), please let us know.

You are advised that in compliance with the Valuation Standards we could be investigated by RICS for the purposes of the administration of the institution's conduct and disciplinary regulations.

Complaints - Our complaints handling procedure can be found on our website shown below under Complaints Procedure and our independent redress providers will be the Ombudsman Services: Property.

Special Assumptions - DEESURVEYS Limited confirm that the proposed report cannot be used for secured lending purposes.

Conflict of Interest - DEESURVEYS Limited and their surveyor Gavin Floyd FRICS, have no conflict of interest in this case.

Our Bank Details

Bank – Santander

Account No – 42443817

Sort Code - 09-06-66

Account Name - DEESURVEYS

Declaration – By signing this document below you confirm the following :-

That you have read and understood this terms of engagement document, which includes the attached Description of the RICS Home Survey - Level 3 document.

That you have instructed DEESURVEYS Limited to prepare an RICS Home Survey - Level 3 report on the above property and that DEESURVEYS Limited will require a signed copy of this document and the fee payment also, prior to commencement of the inspection.

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Should you have any queries please let us know.

Yours sincerely,



Gavin Floyd FRICS (an RICS registered valuer) on behalf of DEESURVEYS Limited (a company regulated by the RICS).

Please sign and date this letter to confirm your acceptance of our Terms of Engagement as explained above.

Signed by the Client(s) (or on behalf of the clients):

.....

..... Name of

Clients:

.....

.....

Date(s) signed by the

Client(s) (or on behalf of the clients):

.....

Description of the RICS Home Survey – Level 3

The service

The RICS Home Survey – Level 3 service includes:

- a thorough inspection of the property (see The inspection below) and
- a detailed report based on the inspection (see The report below).

The surveyor who provides the RICS Home Survey – Level 3 service aims to give you professional advice to:

- help you make a reasoned and informed decision when purchasing the property, or when planning for repairs, maintenance or upgrading the property
- provide detailed advice on condition
- describe the identifiable risk of potential or hidden defects
- propose the most probable cause(s) of the defects based on the inspection and
- where practicable and agreed, provide an estimate of costs and likely timescale for identified repairs and necessary work.

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 carefully and thoroughly inspects the inside and outside of the main building and all permanent outbuildings, recording the construction and 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 without occupier/owner consent, or if there is a risk of causing personal injury or damage. This includes taking up fitted carpets and 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 thermal insulation is not moved, small corners should be lifted so its thickness and type, and the nature of underlying ceiling can be identified (if the surveyor considers it safe to do). The surveyor does not move 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 or owned by the subject flat or communal areas. The surveyor also inspects (within the identifiable boundary of the subject flat) drains, lifts, fire alarms and security systems, although the surveyor does not carry out any specialist tests other than their normal operation in everyday use.

External wall systems are not inspected. If the surveyor has specific concerns about these items, further investigation will be recommended prior to legal commitment to purchase.

Dangerous materials, contamination and environmental issues

The surveyor makes enquiries about contamination or other environmental dangers. If the surveyor suspects a problem, they 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 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 the regulations), 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 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 the maintenance of a wide range of reported issues.

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 3 service for the property. Where the EPC has not been made available by others, the surveyor will obtain the most recent certificate from the appropriate central registry where practicable. If the surveyor has seen the current EPC, they will review and state the relevant energy efficiency rating in this report. Where possible and appropriate, the surveyor will include additional commentary on energy-related matters for the property as a whole in the energy efficiency section of the report, but this is not a formal energy assessment of the building. Checks will be made for any obvious discrepancies between the EPC and the subject property, and the implications will be explained to you. As part of the Home Survey – Level 3 Service, the surveyor will advise on the appropriateness of any energy improvements recommended by the EPC.

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. The RICS Home

Survey – Level 3 report will identify risks, explain the nature of the problems and explain how the client may resolve or reduce the risk.

If the property is leasehold, the surveyor gives you general advice and details of questions you should ask your legal advisers.

Standard terms of engagement

1. The service – the surveyor provides the standard RICS Home Survey – Level 3 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:
 - schedules of works
 - supervision of works
 - reinspection
 - detailed specific issue reports and
 - market valuation and reinstatement cost, and
 - negotiation.
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.
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). This period forms an important part of the relationship between you and the surveyor. The surveyor will use reasonable endeavours to contact you to discuss your particular concerns regarding the property, and explain (where necessary) the extent and/or limitations of the inspection and report. The surveyor also carries out a desktop study to understand the property better.
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.