

## TERMS OF ENGAGEMENT AND SCOPE OF SURVEY

### ■ THE SURVEYOR

The surveyor who carries out your inspection and report will be a Chartered Surveyor, who is competent to survey, value and report upon the property which is the subject of these Terms.

### ■ THE SURVEY REPORT

A **Flat Purchase Survey** is designed as a basic survey report to help flat purchasers decide whether or not to proceed with their purchase. It is not a RICS HomeBuyer Report as the **Flat Purchase Survey** includes **additional** items as standard and reports in a slightly different format. However, it is not as detailed as a Building Survey or Structural Investigation. Please refer to the accompanying document "Choosing Between Surveys" for further advice.

A **Flat Purchase Survey** covers the general condition of the Property and reports on items which materially and substantially affect the property's value, which are items considered as urgent or significant. We use colour digital photography and diagrams to explain certain defects or features. As sometimes only technical words will do, we include a Glossary Of Terms in each report.

As well as reporting on the flat, the surveyor may comment in general terms, where seen, on parts of the remainder of the building of which the flat forms part.

A **Flat Purchase Survey** is divided into numbered sections, each dealing with a different part of the property and comments will be made on the structural condition and state of repair where significant. These are then summarised toward the end of the report under the headings:

**Maintenance:** Items that may reasonably be deferred, that do not have an immediate effect on the performance of the building.

**Items requiring further investigation:** Items that we feel there is a material risk that if Further Investigation is not carried out it could affect the function, performance or safety of the building or its occupants.

**Urgent:** Items that if not attended to immediately will affect the function, performance and safety of the building and its occupants

The surveyors "**Executive Summary**" or brief overview is given at the front of the report.

### ■ THE INSPECTION

Our surveyor will make such an examination of the exterior surfaces of the building containing the Property as is practicable at the time of inspection, with a view to advising you of the principle features in the construction

of the property and its apparent condition. We must point out, however, that this examination does not include those parts of the building that are concealed, unexposed or inaccessible. The surveyor will only comment on the building in question, not other buildings within an estate.

Care and safety of the property, occupier and surveyor are paramount and the inspection will only include areas and elements without risk of damage or injury to these parties. Furniture, contents and floor coverings are not moved or lifted by the surveyor.

The inspection is not an asbestos or health and safety risk inspection or fire assessment.

In our report we shall inform you generally of the extent of the examination we have carried out. If we are of the opinion that there is a material risk or defect or failure in the area that we have been unable to inspect, we shall advise you.

### ■ ACCESS HATCHES

During the course of the examination our surveyor will open all accessible unfixed hatches to roof and floor voids, plumbing, boilers and tanks, that are within the Property (the flat), but not other parts of the building or where the removal of access hatches would cause damage to decorations or finishes.

### ■ THE ROOF

Roof slopes will be inspected from the property at ground level with the aid of field glasses or from an available public vantage point, and our surveyor will carry with him a ladder of some ten feet (3 metres). This will mean that he will be unable to inspect the back/inside of gutters or eaves where access cannot be obtained by the use of such a ladder from available vantage points. Interiors of accessible roof voids will be inspected with the aid of a torch.

### ■ WALLS AND FOUNDATIONS

The exposed elements of walls and brickwork will be inspected externally and internally as far as practicable, but it will not normally be possible to carry out any inspection of the foundations.

### ■ SERVICES

A visual surface inspection of the services, that is electrical, gas, plumbing and central installations will be

# Flat Purchase Survey



carried out. We stress, however, that none of these services will be tested, assessed for efficiency or compliance with current regulations during our inspection, as this will require additional costs in some instances from a qualified specialist. If the surveyor reasonably expects a significant problem, recommendations for testing will be made. The surveyor does not comment on security systems, lifts, fire alarms or communal services.

■ **OUTSIDE**

The surveyor may make general comment on the condition of communal paths and walls in the close vicinity of the building. The Inspection does not include consideration of the position of the boundaries. Leisure facilities and non permanent outbuildings e.g. swimming pools and timber sheds are noted but not examined or reported on.

■ **REINSTATEMENT COST**

An estimate for insurance purposes of the current cost of rebuilding the Property (the flat, not the building of which it forms part) in its present form, unless otherwise stated, will be provided in the report. This includes the cost of rebuilding any garage and permanent out-building, site clearance and professional fees, but excludes VAT (except on fees).

■ **MARKET VALUE**

This definition is included in the "Red Book" (Royal Institution Of Chartered Surveyors Appraisal And Valuation Manual), which is the code of practice for all Chartered Surveyors and is largely mandatory.

Our valuation is provided on the basis of market value as defined by the Royal Institution of Chartered Surveyors as follows:

"The estimated amount for which a property should exchange on the date of valuation 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".

The valuation assumes that there are rights of way over all common parts and facilities; there are no unusual or troublesome legal restrictions; there are no disputes between occupiers in the building, freeholder or managing agent; that the cost of repairs are shared equally among tenants on an equitable basis; that the managing arrangements are satisfactory and reasonable; that the lease has 70 years unexpired.

■ **LIABILITY**

The Report provided is solely for your use and that of your professional advisers. No liability to anyone else is accepted. Should you not act upon specific, reasonable advice contained in the Report, no responsibility is accepted for the consequences.

■ **TERMS OF PAYMENT**

The person accepting these terms is responsible for payment of the fee quoted prior to the report being issued.

We accept payment over the phone by debit card or by electronic and telephone banking direct to our account name **Woodward Chartered Surveyors: Sort Code 30-93-92 Account number 29091268. QUOTING THE PROPERTY TO BE SURVEYED.**

If transferring funds from a foreign account you must include both your and our bank charges.

■ **CANCELLATION**

You will be entitled to cancel this contract or alter your instruction below by notifying us up to two working days before the day of the Inspection. We will be entitled not to proceed if, after arriving at the Property, our surveyor concludes that it is a) inappropriate for this type of survey or b) of a type of construction in which the surveyor has insufficient specialist knowledge to report on satisfactorily. In either case we will refund any money paid by you. Should the Surveyor conclude that it is not in your interest to proceed with the report as to do so may exaggerate your liability to fees (an RICS Protocol followed by all Chartered Surveyors), the Surveyor will inform you accordingly and our abortive fee invoice will be calculated at £125 plus VAT per hour worked but no more than two thirds of the original fee quoted.

■ **COMPLAINTS**

We are Regulated by the Royal Institution of Chartered Surveyors. We aim to provide a high quality service in all respects. However, if you have a formal complaint, please write to Stephen Woodward and ask for our written Complaint Handling Procedure.

I agree to the above Terms and request you to proceed at the agreed fee of £ \_\_\_\_\_

My payment option is:

\* DEBIT CARD  Please telephone this office to make your debit card payment.

\* BANK TRANSFER  I have made my BACS payment on ..... (insert date)

**NB Please quote property as reference on transfer**

\* Tick as appropriate

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Client NAME: \_\_\_\_\_

Address of property to be surveyed:  
\_\_\_\_\_