

NORTH AND HAWKINS
BUILDING CONSULTANCY
TERMS & CONDITIONS OF ENGAGEMENT
FOR THE RICS HOME BUYER REPORT SURVEY - RESIDENTIAL PROPERTY

These Terms & Conditions of Engagement form part of the contract between the Surveyor (North and Hawkins Building Consultancy and the Client. Subject to express written agreement to the contrary and any agreed amendments/additions, the Terms and Conditions upon which the Surveyor will undertake the RICS Home Buyer Report Survey are set out below.

1. General

(a) Based on an inspection as defined below, the Surveyor, who will be a Chartered Surveyor (MRICS), will advise the Client by means of a written Report describing the construction of the property and giving his opinion of the visible condition and state of repair of the subject property. The RICS Home Buyer Report Survey will include a Market Valuation and the Surveyor will advise in the Report whether in his reasonable opinion the purchase price agreed reflects the condition of the property.

(b) Before the inspection, the Client will inform the Surveyor in writing of the agreed purchase price for the property and any particular concerns or questions which he or she may have about the property, and also provide any additional instructions.

2. The Service

The RICS Home Buyer Report covers the general condition of the property in a standard format, and is a shorter, less detailed report than the Building Survey. It focuses on matters which in the Surveyor's opinion, may affect the value of the property and future resale if they are not dealt with, and therefore it identifies and concentrates on what the Surveyor considers to be the most important and urgent issues. Any minor matters that do not affect the value of the property, including minor maintenance matters, are outside the scope of the RICS Home Buyer Report and are not therefore included in the Report. The Surveyor's main objective is to give the Client professional advice which will assist them as follows:

- To make a reasoned, informed judgement on whether or not to proceed with the purchase.
- To assess whether or not the property is a reasonable purchase at the agreed price.
- To be clear what decisions and actions should be taken before exchange of contracts.
- Comment on future significant maintenance liabilities, but not matters relating to routine maintenance.

The Report provides the Surveyor's opinion of those matters which are urgent or significant and need action or evaluation by the Client before contracts are exchanged. It includes some or all of the following: Urgent repairs for which the Client must obtain a quotation. Other matters requiring further investigation where essential, (e.g. evidence of suspected subsidence) for which the Client should obtain (and may have to pay for) reports and quotations from suitable contractors or suitably qualified specialists, or legal matters (e.g. structural alterations/extensions, or a possible right of way) which the Client should instruct the Legal Advisers to include in their enquiries.

3. The inspection (a) Accessibility and Voids

The Surveyor will inspect as much of the surface area of the structure as is reasonably practicable, but will not inspect those areas which are covered, unexposed or not reasonably accessible. Nothing will be dismantled or unscrewed. The Surveyor will not inspect any areas such as rooms, cellars, roof spaces etc which are inaccessible, for example due to the lack of keys. The Surveyor will notify the Client of such omissions or restrictions in the Survey Report. Where a Client requires the Surveyor to revisit the property to inspect previously unseen or inaccessible rooms/areas, an additional fee will apply. The Surveyor will only be able to make limited comments in respect of the condition of any windows, doors or shutters which could not be opened, for example due to lack of keys, or those which have been sealed or screwed shut, or those which were inaccessible.

(b) Floors

Accessible floors will be inspected, but no attempt will be made to raise fixed floorboards or access concealed sub floor voids. No carpets or floor coverings will be lifted where they are fixed. Loose coverings will be moved where possible without causing damage, or moving large items of furniture.

(c) Roofs and Roof Spaces (Lofts)

The Surveyor will inspect the roof spaces of houses and bungalows (and only those flats/maisonettes which have direct access from their ceilings into the roofspace above) where there is satisfactory and safe access. Where a roof space lacks floor boards and the ceiling joists are covered with insulation, a limited, restricted inspection will be carried out whilst standing on the access hatch perimeter (if possible), or the top of the access ladder. This will also apply where roof spaces contain a large quantity of possessions which would prevent safe or reasonable access across the roof space. Possessions in roof spaces will not be moved, and insulation will not be removed. The Surveyor will inspect as much of the surface area of the roof structure, internally and externally, as is reasonably practical. Roof spaces will not be inspected if access hatches are jammed, screwed or sealed shut. The Surveyor will have a ladder of sufficient height to gain access to a roof hatch or to a single storey roof, not more than 3.0m (10 feet) above the floor or adjacent ground. It will not be possible to physically inspect roofs above this level. In such cases, pitched roofs and adjacent visible elements will be inspected with the aid of binoculars where possible. Flat roofs above single storey height cannot be inspected unless properly visible from an overlooking window. Stone chippings, moss etc. will not be removed or swept back from roof coverings, nor will the Surveyor remove coverings such as flat roof decking or flat roof floor tiles etc, nor solar panels. The Surveyor will follow the RICS and Health & Safety Executive guidance on surveying safely. The Surveyor will not walk on flat roofs unless the flat roof forms the floor of a roof terrace which is directly and safely accessible from the subject property.

(d) Grounds, Boundaries and Outbuildings

The Surveyor will carry out an examination of permanent outbuildings, such as stand-alone garages, masonry stores (and inspect the interior of such outbuildings/garages where safe to do so and where keys have been supplied), and also boundary fences but will not provide a detailed report. Your legal adviser must establish which boundaries, including fences, walls etc are the responsibility of the property owner. Facilities such as swimming pools, hot tubs, children's fixed/freestanding play equipment and tennis courts, and temporary structures such as garden sheds, greenhouses etc will not be inspected, nor reported upon. The Surveyor cannot inspect garages or outbuildings about which he was not made aware of prior to the inspection, or those which were inaccessible for example due to the lack of keys. The Surveyor will notify the client of lack of access to those outbuildings (about which he was aware) in the Survey Report. Where a Client requires the Surveyor to revisit the property to inspect unseen or inaccessible outbuildings, an additional fee will apply. It should be noted that the Surveyor will not inspect beyond the boundaries for Japanese Knotweed, for example in other properties gardens or land and cannot comment whether there is any hidden Japanese Knotweed present, for example concealed by bushes or vegetation, or cut back to ground level, nor can the Surveyor comment if there is any Japanese Knotweed concealed beneath outbuildings such as sheds, garages etc. It should be noted that virtually all boroughs have a Japanese Knotweed problem and you should be aware that knotweed is a rapid grower and can appear in gardens suddenly where it has spread from other plots. Because of this please be aware that Japanese knotweed can sometimes be present when a purchaser moves in even though there was no evidence of a problem weeks or months earlier when the survey was undertaken. The Surveyor cannot therefore accept responsibility for the presence of concealed Japanese Knotweed or the cost of any eradication works or associated works.

(e) Services

The services will be inspected visually but the Surveyor will not test or assess the efficiency of electrical, gas, plumbing, heating or drainage installations, or compliance with current regulations, or the internal condition of any chimney, boiler or other flue. Drain inspection chamber covers will only be lifted where accessible, safe and practicable. (Specialist lifting apparatus will not be used). Inspection chamber covers will not be lifted where they are jammed

in their frames, unduly heavy or where the lids are inlaid with block paving, concrete etc. No tests will be applied to any of the services. Any services/appliances switched off or drained down will not be turned on or reconnected. Nothing will be dismantled or unscrewed, and the Surveyor can only comment on areas which are exposed and visible. Additional specialist reports/tests will be recommended if considered necessary. The Surveyor will not research the presence (or possible consequences) of contamination by any harmful substance. However, if a problem is suspected in any of these areas, advice will be given on what action should be taken. Insulation will not be removed from water tanks/cylinders or pipes, but will be lifted where possible in random accessible areas without causing damage, to enable identification of the materials used. Solar panels and associated equipment/installations will not be inspected or tested. Intruder alarms will not be inspected or tested. In the case of flats and maisonettes, inspection of services will exclude drainage installations, lifts, door entry phones, communal heating/hot water installations/boilers and security systems.

(f) Areas not Inspected

The Surveyor will identify any areas which would normally be inspected, but which he was unable to inspect. The Surveyor will not inspect woodwork or other parts of the structure which are covered, unexposed or inaccessible. All such areas will be assumed to be sound and in good repair and free from defects. The Surveyor will not express an opinion about, nor will he advise on the condition of uninspected parts. This does not imply any representation or statement about such parts. The Surveyor is unable to comment on the condition of inaccessible areas. Nothing will be dismantled or unscrewed.

(g) Flats and Maisonettes

The Surveyor will inspect only the subject flat (and garage, if any), the related internal and external common parts and those parts of the structure of the building in which the subject flat is situated. In the case of blocks or buildings which are subdivided into separate (although possibly adjoining) sections, each having its own separate communal entrance, hall and stairs etc, the Surveyor will only inspect the exterior of the section of the building (and associated internal common parts) in which the subject flat/maisonette is situated. Other parts of the building will not be inspected. Many flats form part of large developments consisting of several blocks, and where this is the case, other blocks in the development will not be inspected. The surveyor will not inspect the interior of any other flat in the building. The roof space will not be entered or inspected unless there is direct access from within the subject flat. (See also 3c above). The Surveyor will state in his Report any restrictions upon accessibility to the common parts or visibility of the structure. In the case of retirement flats/maisonettes, the Surveyor will inspect the internal communal hall, stairs and landing relating to the part of the block in which the subject flat/maisonette is situated, but will not inspect any communal rooms such as lounges, kitchens, laundry rooms, guest rooms nor the warden's office/stores. Drainage installations relating to all flats/maisonettes will not be inspected, nor will flat roofs above blocks of flats/maisonettes.

The Surveyor will not inspect the lease and for this reason will assume that repairing obligations for the fabric of entire building are shared equally between the various flats, although with each flat being solely responsible for maintenance of their own external doors and windows and also the internal elements of the subject flat. Please be aware however that lease terms and obligations/responsibilities can and do vary, and may not necessarily be equal and fair. For this reason, before exchange of contracts the Client must obtain legal advice on all aspects and implications of the lease (including division of repairing obligations/costs), and legal aspects of the transaction, and also any additional issues highlighted/referred to within, or arising from the Survey Report, in addition to any further matters which the Client and/or solicitor may consider of importance, concern or relevance. 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, and not to list those minor points which would normally be taken care of in the course of routine maintenance.

(h) Environment and other issues

Particular noise and disturbance affecting the property will only be noted if it is significant at the time of inspection or if specific investigation has been agreed between the Surveyor and the Client, and confirmed in writing. Please bear in mind that adjoining flats and dwellings may not necessarily be occupied at the time of the inspection. The Surveyor cannot comment from a visual inspection the presence, position, depth or route of any railway/train lines or water courses which run below ground level beneath or near the building or garden, and your legal adviser must undertake all relevant searches before exchange of contracts. The Surveyor will report on any obvious health and safety hazards to the extent that they are apparent from elements of the property considered as part of the inspection. The Surveyor will not however comment on Environmental Search reports as they are not specific to the property and the information contained therein is too general for the Surveyor to provide any meaningful comment. Should the Client be concerned as to the aspects of the environmental report, we suggest that the matter be referred to the originator of the report for more detailed comment.

4. Deleterious and Hazardous Materials

(a) Unless otherwise expressly stated in the Report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However, the Surveyor will advise in the Report if, in his view, there is a likelihood that deleterious materials have been used in the construction and that, in such cases, specific enquiries should be made or tests carried out by a specialist. The Surveyor cannot comment on the presence of any asbestos which might be concealed or encapsulated in the structure or where painted finishes prevented positive identification. The surveyor will not be liable or responsible for claims for bodily injury arising from asbestos

(b) The Surveyor will not specifically look for lead water supply pipes or the presence or possible release of asbestos, but where such materials are noted during the survey, it will be recorded in the Report. It must be appreciated that such materials are often only visible after opening up – see paragraph 3(a).

(c) The Surveyor will advise in the Report if the property is in an area known/published to be potentially susceptible to a specific risk of flooding and radon. In such cases, the Surveyor will advise that tests should be carried out to establish the radon level, and that further enquiries be made to establish the flooding risk, etc. Please note however that the Surveyor does not undertake Environmental Searches; these must be undertaken by your legal adviser as a matter of course before exchange of contracts.

(d) The Surveyor will advise if there are visible transformer stations or overhead power lines which might give rise to an electro-magnetic field, either over the subject property or visible immediately adjacent to the property. The Surveyor cannot assess any possible effect on health of these installations or report upon underground cables.

5. Contamination

The Surveyor will not be required to comment upon the possible existence or consequences of harmful or noxious substances, landfill, asbestos or mineral extraction, or other forms of contamination. The Surveyor does not undertake Environmental Searches; these must be undertaken by your legal adviser as a matter of course before exchange of contracts.

6. Consents, Approvals and Searches

(a) The Surveyor will assume that the property is not subject to any unusual or especially onerous restrictions or covenants which apply to the structure or affect the reasonable enjoyment of the property.

(b) The Surveyor will assume that all Statutory National and Local consents have been obtained. The Surveyor will not verify whether any such consents have been obtained. The Client and his/her legal advisers should make all necessary enquiries. Drawings/specifications will not be inspected by the Surveyor.

(c) The Surveyor will assume that the property is 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, its use, or its intended use, is or will be unlawful.

7. Cancellation

The Client will be entitled to cancel this contract by notifying the Surveyor by email at any time up to 5pm on the working day before the inspection. (Working days are Monday to Friday and exclude Bank/National Holidays). In respect of such cancellation, the Surveyor will refund any money paid by the Client for the Service, except for expenses reasonably incurred. (Such expenses could include the cost of a pre-booked and/or paid for parking space, which can be necessary in areas of limited or time restricted on-street parking). Refunds of fees will be made once the client's original payment has fully cleared. Where cancellation by the client occurs on the actual day of the inspection the client must speak to the surveyor personally on his mobile telephone to confirm cancellation. In this case the fee paid will be refunded apart from a £100 charge (deduction) subject to cancellation by the Client before the survey inspection has commenced. Where the survey inspection has already commenced, and the Client wishes to cancel, a Survey Report will not be issued and the fee paid by the client will be refunded apart from 50% charge (deduction). In the case of cancellation or postponement by the Surveyor, the reason will be explained to the Client. This could for example be because the Property is of a type of construction of which he has insufficient specialist knowledge to be able to provide the Service satisfactorily. Alternatively, cancellation might be necessary for example because the property is of non-standard construction, or because of the property's size, age or condition rendering the property beyond the scope of the RICS Home Buyer Report. In such cases it would be in the typical Client's best interests to be provided with a Building Survey plus Valuation, rather than the RICS HomeBuyer Report.

8. Validity

Where provided, the valuation within the survey will remain valid for 3 months from the date of any report. North and Hawkins Ltd accepts no responsibility for the valuation following the expiry of the 3-month period.

9. Fees and Expenses

The Client will pay North & Hawkins Ltd the agreed fee for the Report, and also any expressly agreed disbursements. All fees must be paid by 5pm on the working day prior to the inspection. Reports will not be issued where payment has not been made or where payment has not fully cleared.

10. Restriction on Disclosure

The Report is for the sole use of the named Client(s) and is confidential to the Client(s) and his/her/their professional advisers. The effects of the Contracts (Rights Of Third Parties) Act 1999 are excluded. Only the recipients of the Report to whom it is addressed (The Client/s) may rely on the Report, and no liability is accepted for any use/reliance on the report by any 3rd parties other than the party/parties to whom the report is addressed. The Report must not be reproduced, in whole or part, without the prior written consent of the Surveyor. We reserve the right to act for and to advise any third party on this same property in the event that the Client decides for any reason not to proceed with the purchase.

11. The Valuation and Reinstatement Cost

(a) The last section of the Report contains the Surveyor's opinion both of the Market Value of the Property and of the Reinstatement Cost, as defined below.

(b) "Market Value" is 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. In arriving at the opinion of Market Value, the Surveyor also makes various standard assumptions covering, for example: vacant possession, tenure and other legal considerations; contamination and hazardous materials. The condition of un-inspected parts; the right to use mains services; and the presence of curtains, carpets etc, are excluded from the valuation. (If required, details are available from the Surveyor.) Any additional assumptions, or any found not to apply, are reported.

(c) "Reinstatement Costs" is an estimate for insurance purposes of the current cost of rebuilding the Property in its present form, unless otherwise stated. This includes the cost of rebuilding the garage and permanent outbuildings, site clearance and professional fees, but excludes VAT (except on fees). In the case of flats or maisonettes, Reinstatement Cost relates to the subject flat/maisonette only and any specific garage/outbuilding for the sole use of the subject property. This advice will be in accordance with BCIS Guidance.

RICS HOME BUYER REPORT SURVEY INSTRUCTION

I/we have read the attached Terms & Conditions of Engagement, a copy of which we have retained, and confirm and I/we wish to instruct North and Hawkins Ltd on this basis to carry out an RICS Home Buyer Report Survey on:

Address of Property:.....
.....

Postcode:.....

2. The agreed purchase price: £.....

3. Please confirm the email address the report is to be sent to.
Reports are emailed by default to the email address below:

Please tick the box if you wish to receive a hard copy of the report.

Name(s):
.....

Address:
.....
..... Postcode:

Email:
.....

4. If you would like us to Email your solicitor a copy of the Report, please provide their name and email details below: (Please note: copies will not be sent to your solicitor by post).

Name of solicitor (Block capitals)
.....

Email address.....

5. Your other contact details :

Home Tel:

Business Tel:

Mobile Tel:

E-mail:

6. Confirmation of payment details:

On formal confirmation of instruction an Invoice will be issued for the agreed fee on the understanding that no Report will be released until monies have cleared.

7. **I/We (The Client/Clients) accept and understand your Terms & Conditions of Engagement and also understand that the Report will not be released until full payment has been received. (Please note: If you wish the Report to be addressed to more than one person, you must ensure that the individual names and signatures of *each person concerned appears below*)**

1. Name:

2. Name:

Signed:

Signed:

Date:

Date:

****Please use the property address in the subject line in your payment reference****