

RICS professional guidance, England, Wales, Northern Ireland, Channel Islands and Isle of Man

# RICS HomeBuyer Report – Survey & Valuation

5th edition, June 2016



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# RICS HomeBuyer Report - Survey and Valuation

**RICS** professional statement

5th edition, June 2016



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# **RICS Professional Statements**

Surveyors accepting instructions to provide reports under the RICS HomeBuyer (Survey & Valuation) Service must comply with the conditions set out in this professional statement.

It is necessary to use the specified forms, also described here, without variation. No departure from the specified mandatory elements of the service is permitted.

When an allegation of professional negligence is made against a surveyor, the court is likely to take account of any relevant professional statements in deciding whether or not the surveyor acted with reasonable competence. Failure to comply with this professional statement is likely to be judged to be negligent.

In the opinion of RICS, a surveyor conforming fully to the requirements of this professional statement should have at least a partial defence to an allegation of negligence by virtue of having followed those requirements.

Those surveyors using the report forms must take out an RICS HomeBuyer (Survey & Valuation) Service Copyright Licence, which authorises them to use the RICS HomeBuyer (Survey & Valuation) Service material in England, Wales, Northern Ireland, the Channel Islands and the Isle of Man. This professional statement in this edition applies to these countries and regions. A separate version applies, and is available, for Scotland.

# Status of this professional statement

This is a professional statement, which RICS members must act in accordance with.

Sections within professional statements that set specific mandatory requirements for members use the word 'must'. Members must not depart from specific mandatory requirements.

Sections within professional statements that set an expectation or recommend best practice advice use the word 'should'. Where members depart from these, they should do so only for justifiable good reason. Where, in the professional judgement of the member, the departure may have a material impact on the surveyor's advice, the client must be informed in writing of the departure and the reason/s for the departure.

Any content that does not use the word 'must' or 'should' is information.

RICS considers that professional statements are technical standards for the purposes of Rule 4 of both the *Rules of Conduct for Members* 2007 and the *Rules of Conduct for Firms* 2007 (as amended from time to time).

Members should note there may be legal and/or disciplinary consequences for departing from professional statements. When an allegation of professional negligence is made against a surveyor, the court is likely to take account of relevant RICS professional statements in deciding whether or not the surveyor acted with reasonable competence. Failure to act in accordance with professional statements may, accordingly, lead to a finding of negligence against a surveyor. In the opinion of RICS, a member acting in accordance with relevant professional statements should have at least a partial defence to an allegation of negligence.

In some cases there may be existing national standards that take precedence over professional statements. These can be defined as professional standards that are prescribed in law or federal/local legislation, or are developed in collaboration with other relevant bodies. It is the duty of members to be aware which standards apply.

Members should be up to date and have knowledge of professional statements within a reasonable time of their coming into effect. It is the member's responsibility to be aware of changes in case law and legislation since the date of publication.

## **Publication status**

RICS publishes a range of standards, guidance and information products. These have been defined in the table below. This document is a Professional Statement.

Type of document	Definition	Status
Standard		
International standard	An international high-level principle-based standard developed in collaboration with other relevant bodies.	Mandatory
RICS Professional statement		
RICS professional statement (PS)	A document that provides members with mandatory requirements or a rule that a member or firm is expected to adhere to. This term also encompasses practice statements, Red Book professional standards, global valuation practice statements, regulatory rules, RICS Rules of Conduct and government codes of practice.	Mandatory
Guidance and information		
RICS Code of practice	Document approved by RICS, and endorsed by another professional body/stakeholder, that provides users with recommendations for accepted good practice as followed by conscientious practitioners.	Mandatory or recommended good practice (will be confirmed in the document itself). Usual principles apply in cases of negligence if best practice is not followed.
RICS guidance note (GN)	Document that provides users with recommendations or approaches for accepted good practice as followed by competent and conscientious practitioners.	Recommended best practice. Usual principles apply in cases of negligence if best practice is not followed.
RICS information paper (IP)	Practice-based information that provides users with the latest technical information, knowledge or common findings from regulatory reviews.	Information and/or recommended best practice. Usual principles apply in cases of negligence if technical information is known in the market.
RICS insights	Issues-based input that provides users with the latest information. This term encompasses Thought Leadership papers, market updates, topical items of interest, reports and news alerts.	Information only.
RICS economic/ market reports	A document usually based on a survey of members, or a document highlighting economic trends.	Information only.
RICS consumer guides	A document designed solely for use by consumers, providing some limited technical advice.	Information only.
Research	An independent peer-reviewed arm's-length research document designed to inform members, market professionals, end users and other stakeholders.	Information only.

# Introduction

The 5th edition of the RICS HomeBuyer Report (Survey & Valuation) professional statement, England, Wales, Northern Ireland, Channel Islands and Isle of Man, comprises the following parts:

Part A: The professional statement

Part B: The documentation

Part C: The report form and checklists

Part D: Appendices.

The professional statement includes all the material relating to the RICS HomeBuyer (Survey & Valuation) Service, which is referred to in the current edition of the *RICS Valuation – professional standards* (Red Book).

### Standard terminology

Arranged in the following table are the full title, short form and initials of the main elements and documents of the service. These are to be used consistently and in all cases without variation. (See Appendix A for other key terms used throughout this professional statement.)

Full title	Short form	Acronym
Description of the RICS HomeBuyer (survey & Valuation) Service	-	DHS
instructions to proceed	the instructions	—
Leasehold properties advice	—	LPA
RICS HomeBuyer Report (Survey & Valuation)	the report	HBR(S&V)
RICS HomeBuyer Report (Survey & Valuation) professional statement	the professional statement	PS
RICS HomeBuyer (Survey & Valuation) Service	the service	HBS(S&V)
RICS HomeBuyer (Survey & Valuation) Service Copyright Licence	the copyright licence	-
RICS Home Surveys Information Sheet	-	HSIS
RICS Valuation – Professional Standards	the Red Book	-
standard terms of engagement	-	STE

# Part A: The professional statement

# 1 Professional obligations

## 1.1 Compliance

In the interest of maintaining the highest professional standards, every surveyor must comply with the content of this professional statement. (See also Appendix B for a checklist of professional obligations.) A surveyor accepting instructions under the RICS HomeBuyer (Survey & Valuation) Service (HBS(S&V)) must be an AssocRICS, MRICS or FRICS member and must fulfil all such commissions in full compliance with the following:

- the professional statement (PS)
- the Description of the RICS HomeBuyer (Survey & Valuation) Service (DHS) and the standard terms of engagement (STE) that sits within it
- the RICS HomeBuyer (Survey & Valuation) Service Copyright Licence (see subsection 1.7), and
- all guidance published by RICS relating to the inspection and valuation of residential property (see Appendix C).

The HBS(S&V) includes a valuation. This must be undertaken in accordance with the RICS Valuation – Professional Standards (the 'Red Book'), as applicable at the time. It is mandatory from 6 January 2014 for every surveyor producing the RICS HomeBuyer Report (Survey & Valuation) (HBR(S&V)) to be registered with the RICS Valuer Registration Scheme (for further details visit www.rics.org/ vrs).

# 1.2 Care and diligence

The surveyor has a professional duty of care and diligence. The HBS(S&V) is founded on a set of commitments made to the client in the STE, which sits within the DHS. Both the DHS and STE are reflected throughout this PS and include an obligation to give the client the benefit of the surveyor's professional advice, opinion and judgment, in addition to the simple facts. They also spell out clearly and unambiguously not only what will be provided in the service, but also what will not.

The surveyor alone must judge the exact extent of the inspection of a particular property and make the decision on whether or not to include particular items in the HBR(S&V). The surveyor also has to determine with care which:

- (a) matters are to be included for any of the reasons specified in the DHS, and
- (b) condition ratings to apply to the elements of the property.

These decisions are made on the basis of the surveyor's training, knowledge and experience, and the surveyor must be prepared to stand by them.

## **1.3 Competence**

The inspection for the level 2 HBS(S&V) is less extensive than that for a level 3 building survey (see the RICS Home Surveys Information Sheet (HSIS)), as are the degree of detail and extent of reporting on the condition. These factors do not imply that the surveyor can avoid expressing opinions and advice relating to the condition that can be formed on the basis of the defined level of inspection. The service requires an adequate level of competence in surveying the type of property for which the service is suitable.

## 1.4 Sufficient knowledge

Both the DHS and STE indicate that the surveyor has sufficient knowledge of the construction type and the area in which the property is situated. Subsection 2.3 describes the type of property to which the service applies.

The surveyor must be familiar with the characteristics of the local area. Although this varies between regions, this knowledge typically includes:

- common vernacular housing styles, materials and construction techniques
- environmental issues, including flooding, aircraft noise, radon levels, mining, soil conditions, major areas of potential contamination, etc.
- the approximate location of the main conservation areas/historic centres
- local and regional government organisations and structures
- an awareness of the socio-historical/industrial development in the area, and
- the housing market and property values in the area.

If all this information is not known, the surveyor must fill in the gaps through research. If this cannot be achieved within an appropriate timescale, the instruction should not be accepted.

## **1.5 Energy Performance** Certificate

An Energy Performance Certificate (EPC) is required for a property that is being marketed for sale. The EPC contains the current energy-efficiency and environmental impact ratings. The surveyor is required to state these in section D of the report (see Part C for details on each section of the HBR(S&V)).

The surveyor is not required to comment in the HBR(S&V) on the documents or information contained within the EPC.

# **1.6 Client's understanding of the contract**

The surveyor has a duty to check, before the contract is signed and, where possible, through communication (for example, telephone conversation or email), that the client:

- (a) is making the appropriate choice of survey, and
- (b) has a clear understanding of the key elements of the service.

In particular, these key elements concern the extent and limitations of both the inspection and the report, as specified in the HSIS and the DHS. (See also section 3 and Appendix D.)

## 1.7 Obligatory copyright licence

The HBS(S&V) is a product developed and owned by RICS. **Only** RICS members (as listed in subsection 1.1) may use its name, format and content. RICS surveyors wishing to reproduce the HBR(S&V) **must** purchase an RICS HomeBuyer (Survey & Valuation) Service Copyright Licence. The copyright licence is obtained from RICS (see www.rics.org/shop), which can also supply all other necessary documents. (For more details, see Appendix E.)

## 1.8 Negligence

If the court is presented with an allegation of professional negligence against a surveyor, it will likely consider any relevant PS in deciding whether the surveyor acted with reasonable competence. Failure to comply with the relevant PS may result in an adverse finding against the surveyor.

A surveyor conforming to the requirements of this PS should be better able to demonstrate competence in response to an allegation of negligence.

# 2 Requirements and scope of the RICS HomeBuyer (Survey & Valuation) Service

### 2.1 UK countries

This PS is written to reflect the property law in England, Wales, Northern Ireland, the Channel Islands and the Isle of Man. A separate version applies, and is available, for Scotland.

## 2.2 Application

This PS:

- (a) describes and defines the service, in particular specifying those elements which are mandatory, and
- (b) applies without exception where any surveyor enters into a contract with a client to provide the service.

It is mandatory to use the specified format, without variation. No departure from the specified mandatory elements of the service is permitted. Guidance on the practical application of the PS is given in section 4, Compiling the report – commentary and guidance.

# 2.3 Type of property

The service applies to houses, bungalows and flats that are conventional in type and construction and are apparently in reasonable condition. This would generally include property conversions and properties that:

- are of Victorian to present-day construction
- have load bearing structures or simple frames
- use conventional building materials and construction methods, and
- have service systems commonly used in domestic residential properties.

A surveyor may have particular technical skills and experience of unusual or specialist construction types and thus may be satisfied that he or she can offer the service on an extended range of properties. Examples typically include:

 properties built using less common structures and materials (e.g. 1920s timber-framed, mock Tudor houses and thatched roofed properties)

- prefabricated, concreted and steel-framed properties built after the Second World War, and
- properties using new and developing technologies or materials.

However, even where the surveyor has specialist knowledge and expertise, the inspection and report must conform to the DHS. Any additional activities (for example, tests or calculations) must be capable of inclusion under additional advice, as defined in subsection 2.5, and agreed in writing with the client.

# 2.4 Focus and limitations of the service

The service is specifically designed for lay clients who are seeking a professional opinion at an economic price. It is, therefore, necessarily less comprehensive than a level 3 building survey.

The focus of the service is on assessing the general condition of the main elements of a property, and identifying and evaluating the particular features that affect its present value and may affect its future resale.

The inspection is not exhaustive, and no tests are undertaken. There is, therefore, a risk that certain defects may not be found that would have been uncovered if testing and/or a more substantial inspection had been undertaken. This is a risk that the client must accept. However, where there is 'a trail of suspicion' the surveyor 'must take reasonable steps to follow the trail'. These 'reasonable steps' may include recommending further investigation.<sup>1</sup> (See also subsection 2.7.)

<sup>1</sup> Following the trail: The relevant passage is from *Roberts* v *J. Hampson & Co.* (1989) in which Kennedy J. states 'As it seems to me the position that the law adopts is simple. If a surveyor misses a defect because its signs are hidden that is a risk that his client must accept. But if there is specific ground for suspicion and the trail of suspicion leads further behind furniture or under carpets the surveyor must take reasonable steps to follow the trail until he has all the information which it is reasonable for him to have before making his valuation.'

The DHS does not preclude the surveyor giving of such advice. Section 4, Compiling the report – commentary and guidance, specifies the way in which this should be handled in the HBR(S&V).

The service does not include an asbestos inspection that may fall within the *Control of Asbestos Regulations* 2012 (SI 2012/632). However, asbestos containing materials, if suspected, should be reported and cross-referenced to section J3 Risks to people.

For personal safety reasons and informing clients, members should read the latest edition of *Asbestos and its implications for surveyors and their clients* (RICS guidance note). Whilst this is not an asbestos survey, members should be aware of the common asbestos containing materials used and where they are frequently found in residential buildings.

## 2.5 Additional advice

The surveyor may include additional advice to the service (as allowed in the DHS and agreed in writing with the client) only:

- (a) where a client requires some additional advice to the standard service, and
- (b) where it is possible for this additional advice to be reported upon within the HBR(S&V) without materially altering the nature of the service. It must be reported for the relevant element, and condition ratings must be applied.

Such additional advice is likely to be investigations addressing particular concerns of the client. If brief, these may be included in the text of the report.

In any case, they are to be identified clearly and specifically as the additional advice requested by the client.

Examples of additional advice include:

- inspection of parts or areas not normally examined
- general comment on plans for limited extensions to the property
- more extensive inspection of a flat's shared areas or services, and
- more detailed information than normal on amenities or environmental matters.

Where significant repairs are required, the client may request a 'when repaired' valuation as a 'special assumption' separate to the opinion of value in section K. This can also be undertaken as additional advice but is reported in overall opinion field of section C.

### 2.6 Extra services

Extra services, concerning the provision of information or advice which is outside the concept of the HBS(S&V), must not be provided as part of the service.

Examples of extra services include:

- costing of repairs
- schedules of works
- supervision of works
- re-inspection, and
- detailed specific issue reports.

## 2.7 Further investigations

Recommendations and caveats for further investigations, such as the testing of services or structural movement, should be included in HBR(S&V) only when the surveyor feels unable to reach necessary conclusions with reasonable confidence. The element under consideration should, in such instances, be given a condition rating 3 (see also subsections 2.4 and 4.5).

In such cases it may be appropriate either to:

- (a) defer providing the valuation until the result of such further investigations are available, or
- (b) provide the valuation on a 'special assumption' dependent on the outcome of specified further recommended investigation. (As defined in the glossary of the Red Book, a special assumption is:

'An assumption that either assumes facts that differ from the actual facts existing at the valuation date, or that would not be made by a typical market participant in a transaction on the valuation date.')

If the client does not require a valuation the surveyor should offer to undertake the RICS HomeBuyer (Survey) Service.

# 3 The contract

# **3.1** Before making a legal contract

There is a general expectation that before a surveyor can accept a commission and give a legal commitment to provide the service for a particular property, the prospective client is first provided, as early as possible, with the following (see Introduction or subsection 1.1 for full term names):

- HSIS, or an equivalent document prepared by the surveyor
- DHS
- STE, which sits within the DHS (with particular attention being drawn to clause 5 on cancellation rights and clause 6 on limitation of liability), and
- where applicable, a list of any particular types of dwelling (e.g. properties beyond a certain age or size) for which the surveyor is not prepared to accept instructions to provide the service.

The DHS and STE form part of the contract between the surveyor and the client.

## 3.2 The contract letter

The surveyor must produce a written statement to the client (the 'contract letter') specifying all the necessary facts and other required conditions which are not specified in the STE. These facts and conditions are:

- (a) the name and address of the client, and the address of the property to be inspected
- (b) the agreed price (if any) for the property
- (c) the purpose of the valuation and the legal interest being valued
- (d) a statement confirming what will be the date of the valuation (day/month/year) and the full title of the current edition of the Red Book that will apply
- (e) any limits or exclusions of liability to others than the identified
- (f) the proposed charge for the service, plus any exceptional charges to be incurred, together with the terms of payment
- (g) a statement explaining that:
  - these charges will need to be revised if it is found, on arrival at the property, that it differs substantially from the description previously given to the surveyor
  - (ii) it is outside the surveyor's experience, or

- (iii) it would be in a client's best interest to commission another level of survey (see HSIS)
- (h) a statement that the surveyor will not report until the signed 'instructions to proceed' have been received (see subsection 3.3)
- (i) disclosure of any material involvement or conflicting interest, or a statement that none exists
- an agreement that the nature and source of any third party information that the client has requested is to be relied upon in the report
- (k) any cancellation rights (see below 3.2.1)
- (I) any limitation of liability (see 3.2.2).

The surveyor is reminded that the 'mandatory' requirements of terms of engagement relating to valuations covered by the current edition of the Red Book apply to this service, and all details must be agreed with the client prior to the release of the report.

#### 3.2.1 Consumer cancellation rights

Where surveyors are supplying professional services to consumer clients, The *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations* 2013 ('the Regulations') may apply.

Note: The Regulations themselves contain important provisions, which cannot be set out in detail here. The surveyor (or his or her Employer) should take legal advice to ensure that the contract letter, engagement procedures and related materials being used are compliant with all current legislation in these respects.

The Regulations govern contracts entered into other than at the business premises of the surveyor. These are likely to be 'distance' or 'off premises' contracts (as opposed to 'on premises'). Generally speaking, a contract will be regarded as a 'distance' contract where at least part of it was negotiated by distance means, whether online, by phone or by referral. A contract will be an 'off-premises' contract where the surveyor and consumer client are both physically present but either:

- the contract is concluded at a place which is not the business premises of the surveyor; or
- an offer is made either by the surveyor directly to the consumer client or by the consumer to the surveyor, at a place which is <u>not</u> the business premises of the surveyor, and the contract is then concluded immediately afterwards (regardless of whether by distance means, on the surveyor's premises or at another place).

The main impact of the Regulations is to require that, at the pre-contract stage, consumer clients are provided with certain documents and information. The purpose is to explain who will be providing the services, the scope of the services themselves and other details including the client's right to cancel. The required information will include many of those items listed at 3.2 above but may also include matters such as contact details, the surveyor's complaints handling policy, full disclosure of the total package price for the services, confirmation on whether the contract is of indeterminate duration and whether it constitutes a complex transaction.

Where the surveyor and the consumer client have entered into a 'distance' or 'off-premises' contract, the Regulations also require that consumer clients be allowed a 'coolingoff' period, which runs from the day after the surveyor and consumer client enter into the contract. During the 'cooling-off' period, the consumer client is entitled to terminate the contract without liability to the surveyor for any fees or other obligations (except as discussed below). The 'cooling-off' period will ordinarily run for 14 days but if the surveyor has not correctly provided the requisite precontract information, the client's right to cancel can be extended for much longer. The length of the extension, up to a maximum of 12 months, is linked to the period of delay on the surveyor's part in providing all of the precontract information stipulated by the Regulations.

Surveyors may start work and incur fees before the 14 day 'cooling-off' period has expired (and before any notice of cancellation has been given, of course) provided that specific instructions have first been received from the client, which:

- authorise the surveyor to proceed with identified services prior to the end of the 'cooling-off' period, and
- contain an express acknowledgment on the client's part that, once those services have been completed, the client's right to cancel during the 'cooling-off' period will be lost.

It would be good practice for surveyors to ensure that, whenever possible, instructions of this sort are recorded in writing and signed by the consumer client.

**Note:** surveyors will only be able to recover payment for work started in this way (i.e. before the 14 day 'cooling-off' period has expired) if the client has first been provided with all of the pre-contract right to cancel materials that the Regulations require.

**Note:** where there is an off-premises contract, failure to confirm to the consumer client that they must pay for services agreed to be provided during the 'cooling-off' period is a criminal offence.

#### 3.2.2 Limitations of liability clauses

It is generally wise to include some form of limitation of liability, in the contract letter or STE, providing a cap on the amount of compensation the surveyor (or his or her Employer) may be found liable for. Limitations of liability clauses may come in different forms. They can reference a financial cap, beyond which the surveyor would not expect to be liable, or can reference a percentage of value of the property valued (in the case of a valuation), they could be by reference to a multiple of fees paid for the service or any other means of managing and containing the financial risk of a negligence claim.

As between a trader and a consumer, limitation of liability clauses have to be 'reasonable' in the particular set of circumstances, to be enforceable. The courts will look at a number of factors, including the following:

- 1 Is the 'cap' fair and reasonable in all the circumstances (proportionality)?
- 2 Is the wording of the clause prominent and transparent, and clear to a lay person?
- 3 Has the limitation clause been brought to the attention of the consumer in advance of entering into the contract?
- 4 Would including the clause be perceived as 'fair dealing' (as opposed to hiding the clause in small print)?

Limitation of liability clauses are separate from professional indemnity insurance cover and excess. PII is a separate means of controlling the risk of negligence or other claims, and does not reduce the importance of considering introducing limitation of liability clauses in the contract letter or STE.

#### 3.2.3 Implied terms of contract

The Consumer Rights Act 2015 (largely replacing the Unfair Contract Terms Act 1977) will imply certain terms into a contract for services and should be borne in mind in the context of limitation of liability clauses (see 3.2.2 above). Limitation of liability clauses will not be enforceable in relation to fraud or liability for death or personal injury. Further, unless the contract specifies otherwise, it will be implied that the services will be carried out with reasonable care and skill.

#### 3.2.4 Attachments to the contract letter

The surveyor is reminded that the 'mandatory' requirements of terms of engagement relating to valuations covered by the current edition of the Red Book apply to this service, and all details must be agreed with the client prior to the release of the report.

The other necessary attachment to the contract letter is a form of the client's instructions to proceed, which is prepared by the surveyor. This standard form may be either a statement on a separate sheet, or an appendix to the letter.

It acknowledges receipt of the surveyor's contract letter and attachments, and that the contents are understood and accepted. It specifically instructs the surveyor to proceed with the HBR(S&V).

#### 3.4 Client's further requirements

If the client wants any additional advice which can reasonably be investigated and reported on within the limits of the service, and/or any extra service that is outside the terms of the service, then the surveyor must decide

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how to treat these appropriately and must specify the arrangement in the contract letter.

Any agreed additional advice (see subsection 2.5) may – at the discretion of the surveyor and depending upon its content and length – be either incorporated with, or attached to, the main report.

For any extra service (see subsection 2.6), however, it is essential that the surveyor establishes a new and separate contract outside the HBS(S&V).

# 4 Compiling the report – commentary and guidance

### 4.1 General

All information and comments in the report should be kept short and to the point. This will result in the whole report being concise in fact as well as in theory. It will also avoid confusing the client with distractions, such as irrelevant and unhelpful details and surveyor jargon, which can be incomprehensible and off-putting to laypersons.

The following subsections are intended to provide guidance to compiling the report. All sample paragraphs given here are offered only as examples of appropriate style. They are neither comprehensive nor intended to be copied verbatim.

# 4.2 Condition ratings and rules governing them

All reports will include condition ratings on elements within section E Outside the property; section F Inside the property; section G Services; and section H Grounds (including shared areas for flats).

These are identified by the inclusion of a condition rating box. The rules governing condition ratings are strict and must be followed in order to achieve a degree of consistency in their application.

Condition ratings must be based on the factual evidence seen or deduced. Where such evidence cannot readily be identified or is inconclusive, the surveyor must use his or her professional judgment in arriving at the appropriate condition rating.

The condition ratings are:

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

This rating must be used where the defect is of a serious nature, where immediate repairs are required or where the surveyor feels unable to reach the necessary conclusion with reasonable confidence. For more guidance regarding further investigations, see subsections 2.7 and 4.5. The test of a 'serious defect' is where the surveyor considers that:

- the defect compromises the structural integrity of the property, and/or
- the defect impairs the intended function of the building element.

The test for urgent' is:

- a defect which, if not repaired/remedied immediately, will cause structural failure or serious defects in other building elements; and/or
- a defect which presents a safety threat.

#### 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.

This rating must be used where repairs are required, but the defect is not considered to be serious or urgent.

Questions that will help determine whether to apply this condition rating to the defective element are as follows:

- Is it a 'serious defect' which compromises the structural integrity of the property?
- Is it 'urgent' where the repair cannot be deferred until the next anticipated period of regular maintenance without allowing the defect to develop into a structural failure, or lead to a 'serious' defect in another element of the building?

If the answer to both is **no**, then this rating applies.

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

This rating must be used when there are no indications of present or suspected defects that require the undertaking of a specific repair. Normal maintenance must not be treated as a repair for the purpose of the HBR(S&V). Questions that will help determine whether to apply this condition rating to the element are as follows:

- Is there a repair or a replacement required for the element?
- Is the work required more than normal maintenance?

If the answer to both is  $\mathbf{no}$ , then this rating applies.

#### **NI Not inspected**

This rating must be used when it is not possible to inspect any parts of the dwelling usually covered. If the surveyor is concerned about these parts, advice must be given about any further investigations that are needed.

Subsections 2.7 and 4.5 provide guidance regarding the recommending of further investigations.

Examples of serious and/or urgent defects may include:

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- all those 'essential repairs' that are normally covered in a mortgage valuation report (e.g. structural, problems of rising/penetrating damp, dry rot)
- any other repairs necessary to restore the normal functioning of an element of the property (e.g. replacement of slipped and missing slates/tiles, unsecured and cracked ceilings, blocked drains)
- safety matters (e.g. a visible broken power point, missing/broken stair handrail), and/or
- urgent and/or significant defects concerning the site (e.g. repair of defective retaining wall).

A present or suspected defect that requires further investigation must be reported with a condition rating 3. In such cases, enough evidence to justify suspicion must be present and explained in the report. Giving careful and consistent condition ratings will enable clients to judge the importance (seriousness or urgency) of defects.

The surveyor should apply personal knowledge of building construction and pathology to the inspection and analysis required to decide condition ratings and explain their justification. To arrive at a condition rating, the surveyor should:

- refer to condition only and not to purely cosmetic issues that have no effect on longevity or performance
- consider any detrimental effect on other building elements
- reflect performance
- compare 'like with like' (e.g. not the life expectancy of a flat, felted roof with a pitched, tiled one)
- assume that regular 'normal maintenance' work of a recurring nature required for certain building elements in order to preserve their integrity and functionality – will be undertaken in the future
- be consistent
- follow generally accepted building practice
- be reasonable (perfection is not the norm)
- disregard differences in product quality, unless performance and life expectancy are seriously impaired
- disregard individual taste or fashion, and/or
- take safety aspects into account.

Because all buildings are complex structures comprising many different interacting elements, defects in one element will usually have an impact on others. It is therefore not enough to analyse defective building elements in isolation; the surveyor should also consider the consequences that may have followed from an obvious defect.

Very few older buildings remain as they were originally constructed. The surveyor should be vigilant over any works or alterations that may have been undertaken which may now impact the performance and function of the original parts of the structure and other components. The surveyor should also fully consider any impact those works or alterations may have on condition and future building performance.

The performance of each building element will vary, and perfection should not be expected, nor should the element be measured against such standard.

The surveyor should consider only whether a building element performs the function that is intended, while also being aware that in some cases the function may be redundant.

Cosmetic and minor defects that do not impair the performance of a building element, but may concern a buyer, may be reported and given a condition rating 1. The surveyor may do the same for normal wear and tear that does not impair the performance of the building element. Nevertheless, the surveyor should consider and comment where the future lifespan diverges from what would normally be expected for building elements of a similar age and type.

# 4.3 Applying the condition ratings

The overriding principle is that only one condition rating is allocated to each element described in sections E, F, G and H and carried forward to the front of the report in the summary of the condition ratings boxes in section C.

The surveyor should use the following methodology to establish the condition rating for each element.

# **4.3.1** Step one: identifying the elements and sub-elements

The surveyor inspects the property, identifies all the elements and sub-elements, and makes notes on the condition in the site notes. Where an element consists of one or more different and distinct 'parts', it should be divided into appropriate 'sub- elements'. For example, a typical semi-detached, interwar dwelling may have the following:

- three roofs the main hipped and pitched roof, a front bay roof and a rear 'back addition' roof
- two chimneys the larger chimney at the ridge serving the main rooms and a single chimney from the kitchen area
- two external walls cavity walls to the main house and solid walls to the back addition, and
- two types of windows the original single-glazed casement windows to the rear and PVC doubleglazed replacements to the front and side.

All of these parts could be considered as sub-elements. To make sure the report does not become complex, this subdivision should be strictly limited to generic parts only. For example, the cavity wall should not be further subdivided into the front, rear and side wall, or the main roof split into front, rear and hip slopes.

# 4.3.2 Step two: condition rating the elements and sub-elements

After sufficient reflection, the surveyor should apply a condition rating to all the elements and sub- elements in accordance with the methodology in described in subsection 4.2.

# 4.3.3 Step three: establishing the element rating

The condition rating to be shown in the elemental condition rating box for each element must be the worst one identified by this process. The following examples illustrate this procedure.

- Where the element has only a single part, then that will be the condition rating for the element and must be included in the elemental condition rating box.
- Where there are some parts or sub-elements, the worst condition rating must be the one that is shown.
- Where some of the sub-elements are in the same condition and the latter is the worst condition rating of all the sub-elements, then that condition rating must be shown in the elemental condition rating box.
- Where all of the sub-elements have the same condition rating, this will be the one that is shown in the elemental condition rating box.

The condition rating shown in the elemental condition rating box will be the one that goes into the condition rating table in section C.

## 4.4 Report writing

The elemental text box must be used to provide the necessary evidence that supports the surveyor's professional judgment of the condition rating reported, as well as the condition ratings of individual sub-elements. The following procedure should be observed:

- The worst rated sub-element should be described first, and the best last.
- Where several sub-elements have the same worst rating, the surveyor must choose the one that presents the greatest problem to the property owner and report this before the other sub-elements with the same rating. (For example, where the main hipped roof, bay roof and rear single-storey extension are all given a condition rating 2, the surveyor may choose to include the main roof in the summary because it is higher and larger, and may be more expensive to repair.)
- To simplify the report, elements that have the same rating could be reported together, especially if they have all been given a condition rating 1.

The surveyor should not report on the cost of any work to correct defects or how repairs should be carried out, as this exceeds the scope and purpose of the report. Also, cosmetic and minor defects, which do not impair the performance of a building element but may concern a buyer and have been given a condition rating 1, should be reported.

Consideration of ordinary future maintenance is outside the scope of the report. Nevertheless, the surveyor should comment when the design or materials used in the construction of a building element result in the latter needing to be maintained more frequently or at a higher cost than normally expected, or if access is unusually complex.

Software producers are likely to market a variety of report writing packages that will generate most of the report using standard phrases. However, the surveyor will always be able to produce the reports using his or her own text and phrases without the use of specialist software.

When writing the report, the surveyor should follow this format.

- The first sentence or paragraph describes the construction and location of the element/sub-element.
- The next sentence explains the type of problem (if any), including:
  - the actual part that has something wrong with it (e.g. the slates, the flat roof covering, the brickwork)
  - what is wrong with it (e.g. broken, leaking, missing, rotten)
  - the extent of the problem (e.g. badly cracked, largely missing, completely rotted), and
  - the possible effect of the problem.
- The next section adds more information about what needs to be done by when and by whom. This is partly described in the standard paragraphs from the condition rating categories, but more detail can be provided here.
- A final sentence may be added that outlines the implications of the problem if it is not addressed. Although this advice is usually associated with a building survey report, a concise explanation can be helpful where inaction could be serious.

There is no prescription for the length of the HBR(S&V), but each element or sub-element should have around four or five sentences written about it. The surveyor should use non-technical terms throughout, although the inclusion of some defined technical words can occasionally help towards clarification. In this case, surveyors should provide the laypersons' explanation first, followed by the technical term. Figure 1 provides some general advice, along with some sample paragraphs, for completing the report regarding each sub-element. Where structural movement, dampness or timber defects are found, these should be reported in the elemental text box for the affected element(s) and cross referred to section J, where these risks must be reported.

**Note:** the client is given the following advice in the 'What to do now' section of the report: 'Before you make a legal commitment to buy the property, you should get reports and quotations for all the repairs and further investigations

the surveyor may have identified'. As this is stated in this section of the form, there is no need to include this in the box.

Table 1 provides useful guidance as to where issues can be reported in the HBR(S&V). This is not exhaustive and does not cover every eventuality. The surveyor must use personal judgment regarding where to report issues.

Figure 1: Example	e of reporting usin	g sub-elements

E2 Roof coverings	[The surveyor identifies the sub-element[s], e.g. a house may have a sloping roof to the main part and a flat roof to an extension. Say the sloping roof is considered by the surveyor as a condition rating 2 - the worst rating between the two sub-elements. This, therefore, is reported first and the rating inputted in the element condition rating box (above right). The surveyor inputs text in the box in line with guidance.] <b>Sloping roof</b> The sloping roofs to the main house and rear addition are covered with slates fixed over timber boarding (sometimes called 'sarking boarding'). Several slates are cracked and poorly secured (condition rating 2). You may find it economic to replace the whole roof covering rather than continuing to repair. To do this work safely, contractors will have to use appropriate access equipment (e.g. scaffolding, hydraulic platforms). This can increase the cost of the work. You should check with your legal advisers before you do any work because the property is in a conservation area (see section I). [Say the next sub-element, the flat roof, is considered by the surveyor as a condition rating 1, i.e. better than the sloping roof with a condition rating 2. This is reported after the sloping roof, and the rating itself is not inputted in the element condition rating box; instead it is just reported in the text. The surveyor inputs text in the box in line with guidance.] <b>Flat roof</b> The flat roof over the rear lounge extension is covered with roofing felt [condition rating 1]. Flat roof coverings do not last as long as those on sloping roofs and they can quickly get worse.	2
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Issue	Examples of where to report			
Orientation	D About the property, type of property box			
Movement	E4 Main walls F2 Ceilings F3 Walls and partitions F4 Floors F7 Woodwork (for example, staircase and joinery) J1 Risks to the building (cross reference, bullet point only)			
Timber defects	E5 Windows E6 Outside doors (including patio doors) E8 Other joinery and finishes E9 Other F1 Roof structure F4 Floors F6 Built-in fittings (built-in kitchen and other fittings, not including the appliances) F7 Woodwork (for example, staircase and joinery) F8 Bathroom fittings J1 Risks to the building (cross reference, bullet point only)			
Dampness	E1 Chimney stacks F2 Ceilings F3 Walls and partitions F5 Fireplaces, chimney breasts and flues F6 Built-in fittings (built-in kitchen and other fittings, not including the appliances) F7 Woodwork (for example, staircase and joinery) F8 Bathroom fittings G3 Water G5 Water heating J1 Risks to the building (cross reference, bullet point only)			
Condensation/mould growth	F1 Roof structure F2 Ceilings F3 Walls and partitions F5 Fireplaces, chimney breasts and flues F6 Built-in fittings (built-in kitchen and other fittings, not including the appliances) F8 Bathroom fittings J1 Risks to the building (cross reference, bullet point only) J3 Risks to people (cross reference, bullet point only)			
Asbestos	E2 Roof coverings E8 Other joinery and finishes F2 Ceilings F3 Walls and partitions F6 Built-in fittings (built-in kitchen and other fittings, not including the appliances) G4 Heating G5 Water heating J3 Risks to people (cross reference, bullet point only)			

#### Table 1: guidance on where to report issues

Insulation: - flat roof - pitched roof - cold water cistern/pipework - central heating pipework/ header tank - hot water cylinder	E2 Roof coverings F1 Roof structure G3 Water G4 Heating G5 Water heating
Damp proof course	E4 Main walls
Rising damp	E4 Main walls F3 Walls and partitions F4 Floors J1 Risks to the building (cross reference, bullet point only)
Penetrating damp – through wall – around frame	E4 Main walls J1 Risks to the building (cross reference, bullet point only) E5 Windows E6 Outside doors (including patio doors) J1 Risks to the building (cross reference, bullet point only)
Ventilation - flat roof - pitched roof - subfloor	E2 Roof coverings J1 Risks to the building (cross reference, bullet point only) F1 Roof structure J1 Risks to the building (cross reference, bullet point only) F4 Floors J1 Risks to the building (cross reference, bullet point only)
External decoration	E Outside the property (by element)
Internal decoration	F Inside the property (by element)
Cellar	F9 Other
Roof space conversion	F9 Other
Conservatory	E7 Conservatory and porches
Porch	E7 Conservatory and porches
Radon	D About the property, local environment J3 Risks to people (cross reference, bullet point only)
Electromagnetic field (EMF)	D About the property, local environment J3 Risks to people (cross reference, bullet point only)
Mining	D About the property, local environment J2 Risks to the grounds (cross reference, bullet point only)
Other environmental issues	D About the property, local environment J2 Risks to the grounds (cross reference, bullet point only)
Mundic	D About the property, construction El Chimney stacks E4 Main walls F4 Floors J1 Risks to the building (cross reference, bullet point only)

**Note:** See the checklists in Part C for further guidance.

# 4.5 Further investigations

The surveyor's knowledge of building construction and pathology will, at times, lead to a suspicion that a visible defect may affect other concealed building elements. Other times, the extent of a visible defect is not possible to ascertain within the confines of an HBS(S&V) inspection. In either case, the surveyor must recommend that a further investigation is undertaken and a condition rating 3 is applied.

However, the surveyor should not recommend a further investigation just because a given building element is inaccessible within the confines of a normal inspection, e.g. the covering of one roof slope cannot be seen from any reasonable vantage points, but there is no evidence of defect in the roof void. In such cases, surveyors should note the restriction for the building element and apply an NI condition rating.

The surveyor should exercise professional judgment and must not call for further investigations only to cover him or herself against future liabilities.

# **4.6 Condition ratings and market value**

The surveyor must assess the current market value **after** applying the condition ratings. The following methodology must then be used to assess the impact of the condition ratings applied when forming an opinion of the market value of the property.

- Elements with a condition rating 1 will normally not have an impact on the market value of the property.
- Elements with a condition rating 2 will generally not have an impact on the market value, unless there is an accumulation of items with this rating that would increase costs to a point where the surveyor judges that there would be an impact on market value.
- Elements with a condition rating 3 will generally have an impact on market value.

# 4.7 Overall opinion

The surveyor's overall opinion of the property is given in overall opinion box in section C. Although it is placed before the element boxes for the convenience of the client, it should be the last paragraph the surveyor writes and should only be provided after fully reflecting on the whole report.

The surveyor must form an independent judgment of the property and, of course, express these opinions carefully.

The overall opinion is an important element of the service for the following reasons:

- It sets the client off on the right road in the front of the report by providing a brief, simple and clear signpost that will help orientate the client before the latter embarks on the body of the report.
- It focuses on helping the client to make the most important decision of all: whether or not to proceed.
- It is the only place in the report for key observations, including a colour coded summary of the condition ratings of elements of the property.
- It provides the client with a summary of the information needed in order to take the next crucial steps.
- It enables the surveyor to put the summary of the condition ratings in the context of the overall condition of the property. This will be important, for example, if there is an abundance of condition rating 2s or 3s relating to sub- elements shown in the summary table, when most of the other elements are condition rating 1s. Without context, the ratings list may give the client an unbalanced view about the property.

The overall opinion on whether or not it would be reasonable to proceed with the purchase is likely to fall within one of four groups: unqualified 'yes', qualified 'yes', 'no' and 'cannot say until [...]'. See examples in 4.8.1.

A satisfactory opinion on price and resale cannot be given without evaluating the positive or negative effect on these of the property's key features and any defects.

The four factors, which must always be taken into account, are the agreed or suggested price, key features, elements with a condition rating 3 and resale. If the surveyor has reason to believe that furnishings and/or removable fittings may have been included in any agreed or suggested price, it may be helpful to remind the client that these have not been included in the opinion of the Market Value.

It is recommended to keep the overall opinion as concise as possible, excluding all detail. The space provided on the pre-printed form is ample for all but the most exceptional circumstances.

The overall opinion therefore:

- is **not** a description of the property
- is **not** a list of condition ratings (these are all dealt with in the summary boxes directly below it), but
- is the surveyor's opinion of whether or not the property is a reasonable proposition at the agreed or suggested price, if any.

## 4.8 Leasehold properties advice

The Leasehold properties advice (LPA) document is an integral part of the report for all leasehold properties, with the only exception being for leasehold houses.

The LPA is to be attached to all reports on such properties. The surveyor should bring the LPA to the attention of the client by referring to it in I3 Other matters in section I Issues for your legal advisers.

#### **4.8.1** Sample paragraphs for overall opinion section

#### **Price OK but common defects**

This property is considered to be a reasonable proposition for purchase at a price of  $\pounds$ [amount], provided that you are prepared to accept the cost and inconvenience of dealing with the various repair/improvement works reported. These deficiencies are common in properties of this age and type. Provided that the necessary works are carried out to a satisfactory standard, I see no reason why there should be any special difficulty on resale in normal market conditions. **Unwise to proceed at any price** 

In my opinion the property is not a reasonable purchase at any price. This is because [state specific condition rating 3 or risks concisely]. I very much regret, therefore, that I must advise you that it would be most unwise to proceed.

#### **Opinion not possible**

This property is in need of extensive remedial and modernisation works. I recommend that, if you wish to proceed, you should obtain further advice and quotations, as discussed in the report. Although my overall opinion on the Market Value of the property would normally be given here, it is not possible to do so in this particular case because of the very substantial nature and extent of the necessary work. I will, however, be pleased to give my opinion as soon as this additional information becomes available.

# Part B: The documentation

This part reproduces the documents that the client will receive. These are:

HSIS

DHS and STE that sits within the DHS

LPA, and

maintenance tips.

Sets of the official documents are available from RICS. See Appendix E for contact details and information on the copyright licence.

Commentary on particular elements of the DHS is also included to clarify the scope of the inspection.

#### **Information sheet**

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# Helping you choose the right survey

Why do you need an RICS Home Survey? Because forewarned is forearmed. Choosing the right survey will help highlight any serious problems and advise you of the specific risks before you commit to the process of buying or selling a property.

RICS has three different levels of survey (outlined overleaf). These can only be conducted by an RICS qualified surveyor.

Reliable and cost effective, these reports carry the full weight of the Royal Institution of Chartered Surveyors – the industry's most respected authority on surveying.

#### **Buying a home**

It's important to remember that your mortgage lender's valuation report is not a survey. It merely tells your lender whether or not the property is reasonable security for your loan. An RICS survey will tell you the actual condition of the property. That's vital information that can be invaluable during price negotiations, and will also help you avoid expensive surprises after you've moved in. There is an option for an RICS HomeBuyer Report (Survey level 2) which also includes a valuation as a standard part of the service for your own purposes.

#### Selling a home

An RICS survey can be an aid to selling your home. It will show you any problems that may delay your sale or cause price reductions later in the process.

#### Staying at home

A survey of the current condition of your home will warn you of defects and help you avoid escalating repair and maintenance costs in the future.

Home Surveys information sheet 1

**RICS Home Surveys** 

# **Buying or selling? Survey your options**

#### The RICS Condition Report – survey level one

Choose this report if you're buying or selling a conventional house, flat or bungalow built from common building materials and in reasonable condition. It focuses purely on the condition of the property by setting out the following:

- clear 'traffic light' ratings of the condition of different parts of the building, services, garage and outbuildings, showing
  problems that may require varying degrees of attention;
- a summary of the risks to the condition of the building; and
- advice on replacement parts guarantees, planning and control matters for your legal advisers.

An RICS Condition Report is straightforward and does not include a valuation, but your surveyor may be able to provide this as a separate extra service.

Ask your surveyor for a detailed 'Description of the RICS Condition Report Service' leaflet.

### The RICS HomeBuyer Report (Survey) – survey level two

Choose this report if you need more extensive information whilst buying or selling a conventional house, flat or bungalow, built from common building materials and in reasonable condition. It costs more than the Condition Report but includes:

- all of the features in the Condition Report;
- a list of problems that the surveyor considers may affect the property;
- advice on repairs and ongoing maintenance;
- issues that need to be investigated to prevent serious damage or dangerous conditions;
- legal issues that need to be addressed before completing your purchase; and
- information on location, local environment and the recorded energy efficiency (where available).

Ask your surveyor for a detailed 'Description of the RICS HomeBuyer (Survey) Service' leaflet.

#### The RICS HomeBuyer Report (Survey & Valuation) – survey level two

As the RICS HomeBuyer Report (Survey) above but includes:

- the surveyor's professional opinion on the 'market value' of the property;
- an insurance reinstatement figure for the property;
- a list of problems that the surveyor considers may affect the value of the property;

Ask your surveyor for a detailed 'Description of the RICS HomeBuyer (Survey & Valuation) Service' leaflet.

#### The RICS Building Survey – survey level three

Choose the Building Survey (formerly called a structural survey) if you're dealing with a large, older or run-down property, a building that is unusual or altered, or if you're planning major works. It costs more than the other RICS reports because it gives detailed information about the structure and fabric of the property.

The RICS Building Survey uses the same traffic light ratings as the Condition and HomeBuyer Reports. It also includes:

- a more thorough inspection and detailed report on a wider range of issues;
- a description of visible defects and potential problems caused by hidden flaws;
- an outline of repair options and the likely consequences of inactivity; and
- advice for your legal advisers and details of serious risks and dangerous conditions.

The RICS Building Survey does not include a valuation, but your surveyor may be able to provide this as a separate extra service.

Also the surveyor may be able to provide an estimate of costs for identified repairs if agreed with you in advance.

Ask your surveyor for a detailed 'Description of the RICS Building Survey Service' leaflet.

2 Home Surveys information sheet



# At-a-glance survey comparisons

This table will help you choose the most appropriate survey, but if you have any particular requirements, remember to discuss them with your surveyor before they inspect the property. The surveyor may be able to provide you with extra services, under separate contracts.

Service features	Survey Level 1 RICS Condition Report service	Survey Level 2 RICS Homebuyer Report (Survey) service	Survey Level 2 RICS Homebuyer Report (Survey & Valuation) service	Survey Level 3 RICS Building Survey service
Describes the construction and condition of the property on the date of the inspection.	~	~	~	~
Aims to identify any problems that need urgent attention or are serious.	~	~	~	~
Aims to identify things that need to be investigated further to prevent serious damage.	~	~	~	~
Aims to tell you about problems that may be dangerous.	~	~	~	~
Aims to show up potential issues and defects, before any transaction takes place.	~	~	~	~
Aims to help you decide whether you need extra advice before committing to purchase		~	~	~
Aims to enable you to budget for any repairs or restoration.		~	~	<b>v</b>
Aims to advise you on the amount of ongoing maintenance required in the future.		~	~	~
Provides a reinstatement cost to help you avoid under or over-insurance.			~	
Provides a market valuation.			~	
Aims to establish how the property is built, what materials are used and how these will perform in the future				~
Aims to describe visible defects, plus exposing potential problems posed by hidden defects.				~
Aims to outline the repair options and give you a repair timeline, whilst explaining the consequences of not acting.				<b>v</b>
Where practical and agreed, provides an estimate of costs for identified repairs.				~
Provides specific comments on energy efficiency.				~

Note: Extra services can be provided with all surveys but will require a separate contract.

For more information, visit rics.org/homesurveys

Home Surveys information sheet 3

# Commentary on particular elements of the Description of the RICS HomeBuyer (Survey & Valuation) Service

### **1** Scope of the inspection

This commentary aims to clarify aspects of the inspection by the surveyor that need to be noted.

If the inspection reveals a cause for concern, no wording in the DHS prevents the surveyor from examining or commenting on any matter that needs to be pursued, as judged by the surveyor. Such matters may include:

- important considerations other than the repair or replacement of defective elements and their future maintenance (e.g. insurance)
- any inherent problem concerning the site, location or environment about which the property owner can do nothing (e.g. dangerous access, pollution), and
- forewarning of any potentially significant problem (e.g. flooding).

The inspection includes examination from staircases and within accessible roof voids and subfloor areas. Individual timbers are not examined. Where the subfloor access is by trap, the inspection is restricted to the components and over-site visible from the trap on an 'inverted head and shoulder' basis. Secured panels are not removed.

If it was not possible to inspect any parts of the property where condition ratings are to be applied, a 'not inspected' (NI) rating must be given.

### 2 Services to the property

Despite the valuation assumption that mains services (including the heating) are connected, this is to be confirmed where possible. Services are not to be turned on or off, as this would be considered a test.

## **3 Equipment**

The list of equipment is not intended to be comprehensive. At the surveyor's discretion, he or she may – but is not obliged to – use other equipment (e.g. compass, tape, inspection cover lifter, meter box key, spirit level). The use of cameras, while encouraged, is also discretionary. There is no objection to the use of machines for recording site notes, provided that a permanent record of those notes is kept.

## 4 Flats

In the case of flats the inspection excludes the roof space and a flat roof of the building, unless it is directly accessible from inside the flat itself.



# Description of the RICS HomeBuyer (Survey & Valuation) Service

### The service

The RICS HomeBuyer (Survey & Valuation) Service includes:

- an inspection of the property (see 'The inspection')
- a report based on the inspection (see 'The report')
- a **valuation** which is part of the report (see 'The Valuation').

# The surveyor who provides the RICS HomeBuyer Service (Survey) aims to give you professional advice to help you to:

- make an informed decision on whether to go ahead with buying the property
- make an informed decision on what is a reasonable price to pay for the property
- take account of any repairs or replacements the property needs; and
- consider what further advice you should take before committing to purchase the property.

### The inspection

The surveyor inspects the inside and outside of the main building and all permanent outbuildings, but does not force or open up the fabric. This means that the surveyor does not take up carpets, floor coverings or floorboards, move furniture, remove the contents of cupboards, roof spaces, etc., remove secured panels and/or hatches or undo electrical fittings.

If necessary, the surveyor carries out parts of the inspection when standing at ground level from public property next door where accessible.

The surveyor may use equipment such as a damp-meter, binoculars and torch, and may use a ladder for flat roofs and for hatches no more than 3 metres above level ground (outside) or floor surfaces (inside) if it is safe to do so.

#### 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; 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 where access can be obtained.

Buildings with swimming pools and sports facilities are also treated as permanent outbuildings, but the surveyor does 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).

**RICS Home Surveys** 

#### Flats

When inspecting flats, the surveyor assesses the general condition of outside surfaces of the building, as well as its access areas (for example, shared hallways and staircases). The surveyor inspects roof spaces only if they are accessible from within the property. The surveyor does not inspect drains, lifts, fire alarms and security systems.

#### Dangerous materials, contamination and environmental issues

The surveyor does not make any enquiries about contamination or other environmental dangers. However, if the surveyor suspects a problem, he or she 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 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. With flats, the surveyor assumes that there is a 'dutyholder' (as defined in the regulations), and that in place are an asbestos register and an effective management plan 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 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 focuses on matters that, in the surveyor's opinion, may affect the value of the property if they are not addressed.

#### The report is in a standard format and includes the following sections.

- A Introduction to the report
- B About the inspection
- C Overall opinion and summary of the condition ratings
- D About the property
- E Outside the property
- F Inside the property
- G Services
- H Grounds (including shared areas for flats)
- I Issues for your legal advisers
- J Risks
- K Valuation
- L Surveyor's declaration
- What to do now
- Description of the RICS HomeBuyer (Survey & Valuation) Service Typical house diagram



#### **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.

**Condition rating 3** – defects that are serious and/or need to be repaired, replaced or investigated urgently.

**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 - 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.

The surveyor does not report on the cost of any work to put right defects or make recommendations on how these repairs should be carried out. However, there is general advice in the 'What to do now' section at the end of the report.

#### Energy

The surveyor has not prepared the Energy Performance Certificate (EPC) as part of the RICS HomeBuyer Service for the property. If the surveyor has seen the current EPC, he or she will present the energy-efficiency and environmental impact ratings in this report. The surveyor does not check the ratings and cannot comment on their accuracy.

#### **Issues for legal advisers**

The surveyor does not act as 'the 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, check whether there is a warranty covering replacement windows).

This report has been prepared by a surveyor ('the Individual Surveyor') merely in his or her capacity as an employee or agent of a firm or 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 these. For his or her 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 his or her 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.

**RICS Home Surveys** 

#### **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, having existed for some time and which cannot reasonably be changed.

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

#### The valuation

The surveyor gives an opinion on both the market value of the property and the reinstatement cost at the time of the inspection (see the 'Reinstatement cost' section).

#### Market value

'Market value' is the estimated amount for which an asset or liability should exchange on the valuation date 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'

When deciding on the market value, the surveyor also makes the following assumptions.

#### The materials, construction, services, fixtures and fittings, and so on

The surveyor assumes that:

- an inspection of those parts that 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 landfill
- the property is connected to, and has the right to use, the mains services mentioned in the report and
- the valuation does not take account of any furnishings, removable fittings and sales incentives of any description.

#### Legal matters

The surveyor assumes that:

- the property is sold with 'vacant possession' (your legal advisers can give you more information on this term)
- 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 all necessary planning and Building Regulations permissions (including permission to make alterations) have been obtained and any works undertaken comply with such permissions; and
- 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 reports any more assumptions that have been made or found not to apply. If the property is leasehold, the general advice referred to earlier explains what other assumptions the surveyor has made.



#### **Reinstatement cost**

Reinstatement cost is the cost of rebuilding an average home of the type and style inspected to its existing standard using modern materials and techniques and in line with current Building Regulations and other legal requirements.

This includes the cost of rebuilding any garage, boundary or retaining walls and permanent outbuildings, and clearing the site. It also includes professional fees, but does not include VAT (except on fees).

The reinstatement cost helps you decide on the amount of buildings insurance cover you will need for the property.

### Standard terms of engagement

- 1 The service the surveyor provides the standard RICS HomeBuyer (Survey & Valuation) Service ('the service') described in the 'Description of the RICS HomeBuyer (Survey & Valuation) Service', unless you and the surveyor agree 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:
  - costing of repairs
  - schedules of works
  - supervision of works
  - re-inspection
  - · detailed specific issue reports; and
  - market valuation (after repairs).
- **2** The surveyor the service is to be provided by an AssocRICS, MRICS or FRICS member of the Royal Institution of Chartered Surveyors, who has the skills, knowledge and experience to survey, value and report on the property and is a member of the RICS Valuer Registration Scheme.
- 3 Before the inspection you tell the surveyor if there is already an agreed or proposed price for the property and if you have any particular concerns (such as plans for extension) about the property.
- **4 Terms of payment** you agree to pay the surveyor's fee and any other charges agreed in writing.
- **5** Cancelling this contract nothing in this clause 5 shall operate to exclude, limit or otherwise affect your rights to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015, or under any such other legislation as may from time to time be applicable. Entirely without prejudice to any other rights that you may have under any applicable legislation, you are entitled to cancel this contract in writing by giving notice to the surveyor's office at any time before the day of the inspection, and in any event within fourteen days of entering into this contract. Please note that where you have specifically requested that the surveyor provides services to you within fourteen days of entering into the contract, you will be responsible for fees and charges incurred by the surveyor up until the date of cancellation.

**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.

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#### **Complaints handling procedure**

The surveyor will have a complaints handling procedure and will give you a copy if you ask. 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 that it be supplied.

#### Note: These terms form part of the contract between you and the surveyor.

This report is for use in England, Wales, Northern Ireland, Channel Islands and Isle of Man.



# Leasehold properties advice

The advice contained here is for both current and prospective owners of leasehold properties.

Before you buy a leasehold property, you need to pay particular attention to the terms of the lease. Other than in Scotland, most flats and maisonettes and some houses are leasehold.

Your legal advisers are responsible for checking the lease for you, but they do not normally see the property. The surveyor may note specific features that may have legal consequences.

These matters will be set out in Section I of your report and you should give a copy to your legal advisers immediately.

Unless the report says otherwise, the surveyor will assume that all the terms of the lease which might have an effect on the value are standard and that only a small ground rent is payable.

#### The surveyor also assumes that:

- if there are more than six properties in the building, the property is managed either directly by the freeholder or by a
  professional managing agent
- if there is more than one block in the development, the lease terms apply (except for upkeep of common roads, paths, grounds and services) only to the block the property is in
- all the leases are the same in all important respects if there is more than one leaseholder
- you have the right of access over all shared roads, corridors, stairways, etc., and the right to use shared grounds, parking areas and other facilities
- there is no current dispute, claim or lawsuit relating to the lease
- the lease has no particularly troublesome or unusual restrictions
- the unexpired term of the lease is 85 years (that is, the lease has at least 85 years still to run); and
- the property is fully insured.

When calculating the reinstatement cost (where included), the surveyor assumes that the property is insured under a satisfactory policy covering the whole building. (The 'reinstatement cost' is the cost of rebuilding an average home of the type and style inspected to its existing standard using modern materials and techniques and in line with current Building Regulations and other legal requirements.)

Your legal advisers should check the full details of any lease. You should also ask your legal advisers the following questions.

a) Are the other flats occupied by owners or short-term (Assured Shorthold Tenancy) tenants?

- b) Is there a management company or a managing agent (or both) correctly set up to deal with running and maintaining the block the property is in?
- c) Who is the 'dutyholder' under the Control of Asbestos Regulations 2012? Your legal advisers should also get confirmation that an asbestos register and current management plan are in place, and confirmation of any associated costs that you may have to pay.
- d) Is there a suitable maintenance and replacement fund, with suitable reserves, to deal with:
  - general cleaning
  - · maintaining and repairing the shared parts
  - repairs to the main structure
  - shared heating systems, and
  - repairing and maintaining lifts?
- e) How much is the ground rent?

Leasehold properties advice 1

**RICS Home Surveys** 

h)	Are there any existing or likely management problems or disputes, or any known repairs or programmed work still to be carried out, which would affect the level of the maintenance or service charge to be paid?
i)	Are services regularly and satisfactorily maintained and are there satisfactory and current certificates for:
	any lifts
	the fire escapes and fire alarms

f) How much was the last paid maintenance or service charge and what period did it cover?

- the security systems
- any shared water and heating systems; and

g) Are the service charge accounts satisfactory and up to date?

- other shared facilities?
- j) Is the liability clearly set out for repairs to the property, to the shared parts and the main structure?
- k) Is the liability for repairs shared equally between leaseholders and is there a suitable process for settling any disputes which may arise in this area?
- I) Is it the management company or each individual leaseholder who is responsible for the building insurance, and is there a block insurance policy?
- m) Are there any unusual restrictions on the sale of the property?

The majority of the above questions are contained within a document called the LPE1. This is a questionnaire usually sent from your legal adviser to the seller's legal adviser. The seller and/or the managing agent will complete the LPE1 and send it back to your legal adviser who will discuss it with you.

If the property is a leasehold house, it may still share responsibilities with other building owners, and so may involve management companies, service charges, etc. You should ask your legal advisers to confirm this. You may also want them to investigate the possibility of buying the freehold (which might be complicated).

Your surveyor may also be able to advise you on extending the lease of your flat or house.

2 Leasehold properties advice



#### **Maintenance tips**

Your home needs maintaining in the normal way, and this general advice may be useful when read together with your report. It is not specific to this property and does not include comprehensive details. Problems in construction may develop slowly over time. If you are concerned contact an RICS qualified surveyor for further advice.

#### **Outside the property**

You should check the condition of your property at least once a year and after unusual storms. Your routine redecoration of the outside of the property will also give you an opportunity to closely examine the building.

- Chimney stacks: Check these occasionally for signs of cracked cement, split or broken pots, or loose and gaping
  joints in the brickwork or render. Storms may loosen aerials or other fixings, including the materials used to form the
  joints with the roof coverings.
- Roof coverings: Check these occasionally for slipped, broken and missing tiles or slates, particularly after storms.
   Flat roofing has a limited life, and is at risk of cracking and blistering. You should not walk on a flat roof. Where possible keep it free from debris. If it is covered with spar chippings, make sure the coverage is even, and replace chippings where necessary.
- Rainwater pipes and gutters: Clear any debris at least once a year, and check for leaks when it is raining. You should
  also check for any loose downpipe connectors and broken fixings.
- Main walls: Check main walls for cracks and any uneven bulging. Maintain the joints in brickwork and repair loose or broken rendering. Re-paint decorated walls regularly. Cut back or remove any plants that are harmful to mortar and render. Keep the soil level well below the level of any damp proof course (150mm minimum recommended) and make sure any ventilation bricks are kept clear. Check over cladding for broken, rotted or damaged areas that need repairing.
- Windows and doors: Once a year check all frames for signs of rot in wood frames, for any splits in plastic or metal frames and for rusting to latches and hinges in metal frames. Maintain all decorated frames by repairing or redecorating at the first sign of any deterioration. In autumn check double glazing for condensation between the glazing, as this is a sign of a faulty unit. Have broken or cracked glass replaced by a qualified specialist. Check for broken sash cords on sliding sash windows, and sills and window boards for any damage.
- **Conservatories and porches:** Keep all glass surfaces clean, and clear all rainwater gutters and down pipes. Look for broken glazing and for any leaks when it's raining. Arrange for repairs by a qualified specialist.
- Other joinery and finishes: Regularly redecorate all joinery, and check for rot and decay which you should repair at the same time.

#### Inside the property

You can check the inside of your property regularly when cleaning, decorating and replacing carpets or floor coverings. You should also check the roof area occasionally.

- Roof structure: When you access the roof area, check for signs of any leaks and the presence of vermin, rot or decay
  to timbers. Also look for tears to the under-felting of the roof, and check pipes, lagging and insulated areas.
- **Ceilings:** If you have a leak in the roof the first sign is often damp on the ceiling beneath the roof. Be aware if your ceiling begins to look uneven as this may indicate a serious problem, particularly for older ceilings.
- Walls and partitions: Check these when you are cleaning or redecorating. Look for cracking and impact damage, or damp areas which may be caused by plumbing faults or defects on the outside of the property.
- Floors: Be alert for signs of unevenness when you are cleaning or moving furniture, particularly with timber floors.
- Fireplaces, chimney breasts and flues: You should arrange for a qualified specialist to regularly sweep all used open chimneys. Also, make sure that bricked-up flues are ventilated. Flues to gas appliances should be checked annually by a qualified gas technician.
- Built-in fittings, woodwork and joinery: Check for broken fittings.

Maintenance tips 1

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#### **Services**

- Ensure all meters and control valves are easy to access and not hidden or covered over.
- Arrange for an appropriately qualified Gas Safe Engineer or Registered Heating Engineer to check and test all gas and oil services, boilers, heating systems and connected devices once a year.
- Electrical installations should only be replaced or modified by a suitably qualified electrician and that a periodic inspection and testing is carried out at the following times: for tenanted properties every 5 years or at each change of occupancy, whichever is sooner; at least every 10 years for an owner-occupied home.
- Monitor plumbing regularly during use and when you are cleaning. Look out for leakage and breakages, and check
  insulation is adequate particularly as winter approaches.
- Lift drain covers annually to check for blockages and clean these as necessary or seek advice from a Certified Drainage Contractor. Check any private drainage systems annually, and arrange for a qualified contractor to clear these as necessary. Keep gullies free from debris.

#### Grounds

Garages and outbuildings: Follow the maintenance advice given for the main building.

- Japanese knotweed or other non-native species: seek advice from an 'appropriately qualified person or company' such as an accredited member of an industry recognised trade association.
- **Other:** Regularly prune trees, shrubs and hedges as necessary. Look out for any overhanging and unsafe branches, loose walls, fences and ornaments, particularly after storms. Clear leaves and other debris, moss and algae growth. Make sure all hard surfaces are stable and level, and not slippery or a trip hazard.

2 Maintenance tips

### Part C: The report form and checklists

This part reproduces the report form, which consists of the

following sections:

A Introduction to the report

B About the inspection

C Overall opinion and summary of the condition ratings

D About the property

E Outside the property

F Inside the property

G Services

H Grounds (including shared areas for flats)

I Issues for your legal advisers

J Risks

K Valuation

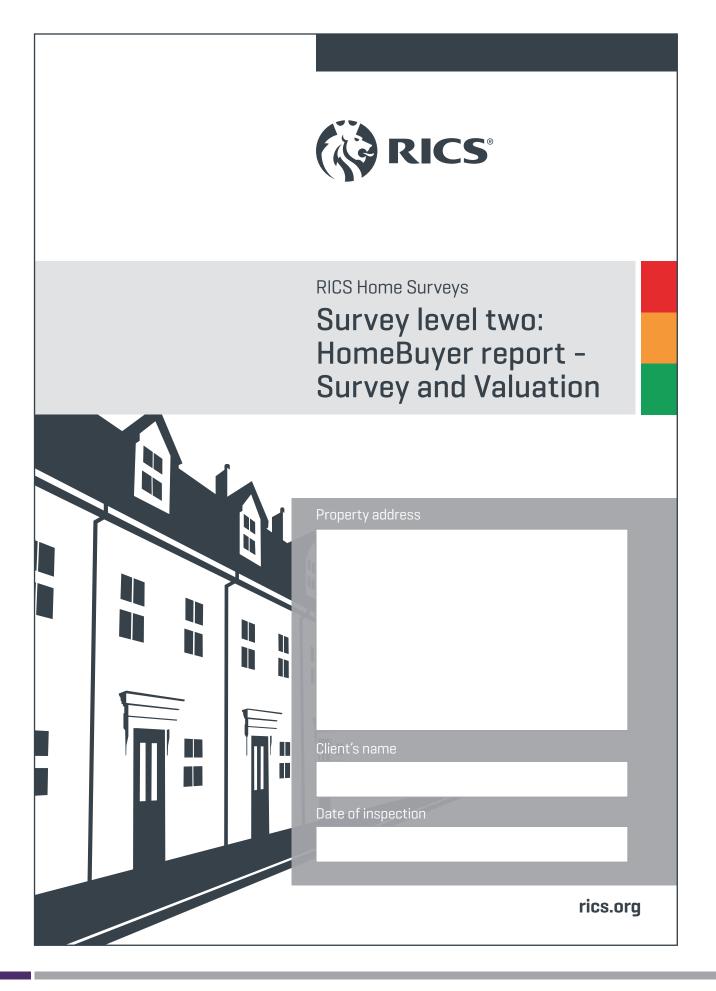
L Surveyor's declaration

What to do now

Description of the RICS HomeBuyer (Survey & Valuation) Service

Typical house diagram

This part also supplies checklists for sections B, C, D, E, F, G, H, I, J and K, along with specific guidance for each of them. These checklists include items that should be considered by the surveyor at each inspection, as well as their description and some instruction.





#### Contents

- A Introduction to the report
- **B** About the inspection
- **C** Overall opinion and summary of the condition ratings
- **D** About the property
- E Outside the property
- F Inside the property
- **G** Services
- **H** Grounds (including shared areas for flats)
- I Issues for your legal advisers
- J Risks
- K Valuation
- L Surveyor's declaration
  - What to do now
  - Description of the RICS HomeBuyer (Survey & Valuation) Service Typical house diagram

RICS is the world's leading qualification when it comes to professional standards in land, property and construction.

In a world where more and more people, governments, banks and commercial organisations demand greater certainty of professional standards and ethics, attaining RICS status is the recognised mark of property professionalism.

Over 100,000 property professionals working in the major established and emerging economies of the world have already recognised the importance of securing RICS status by becoming members.

RICS is an independent professional body originally established in the UK by Royal Charter. Since 1868, RICS has been committed to setting and upholding the highest standards of excellence and integrity – providing impartial, authoritative advice on key issues affecting businesses and society.

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RICS HomeBuyer Report (Survey & Valuation) 1

# A

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### Introduction to the report

This HomeBuyer Report is produced by an RICS surveyor who is a member of the RICS Valuer Registration Scheme. The surveyor has written this report for you to use. If you decide not to act on the advice in this report, you do this at your own risk.

The HomeBuyer Report (Survey & Valuation) aims to help you:

- make a reasoned and informed decision on whether to go ahead with buying the property
- make an informed decision on what is a reasonable price to pay for the property
- take account of any repairs or replacements the property needs; and
- consider what further advice you should take before committing to purchase the property.

Any extra services we provide that are not covered by the terms and conditions of this report must be covered by a separate contract.

If you want to complain about the service, please refer to the complaints handling procedure in the 'Description of the RICS HomeBuyer (Survey & Valuation) Service' at the back of this report.

Property address

2 RICS HomeBuyer Report (Survey & Valuation)

### B About the inspection

#### Surveyor's details

The surveyor should provide his or her name, RICS membership number and company name in the boxes provided, however, contact details are to be provided in section L only.

## Date of inspection and report reference number

The date that the property was inspected is provided in the box to the left, and the allocated report reference number is given in the box to the right.

#### **Related party disclosure**

The surveyor should declare any potential conflicts and how these are managed in accordance with the Red Book and RICS Rules of Conduct.

For example, where the surveyor and the estate agent selling the property are within the same group of companies, a managed conflict is permitted where the surveyor and the estate agents are separately constituted companies with different directors.

## Full address and postcode of the property

The full address and postcode of the property should be included.

## Weather conditions when the inspection took place

This should include what the weather conditions were like:

- at the time of inspection
- in the preceding period (briefly).

### The status of the property when the inspection took place

In this field the surveyor should state any limitations (major only, where relevant), such as:

- occupied/furnished/floor coverings
- construction not apparent
- locked room/garage
- overgrown grounds
- other exceptional circumstances
- extent of external inspection (for flats).

The surveyor should report concealed parts of the building and inaccessible spaces (e.g. roof/under-floor), or if ahead and shoulder' only inspection was done, in the box provided directly for relevant headings in sections E, F and G.

	RIC	S®
About the inspecti	on	
Surveyor's RICS number		
Company name		
Date of the inspection	Report reference number	
Related party disclosure		
Full address and postcode of the property		
Weather conditions when the inspection too	ok place	
The status of the property when the inspect	tion took place	
Property address		

# B

### About the inspection (continued)

We inspect the inside and outside of the main building and all permanent outbuildings, but we do not force or open up the fabric. We also inspect the parts of the electricity, gas/oil, water, heating and drainage services that can be seen, but we do not test them.

To help describe the condition of the home, we give condition ratings to the main parts (the 'elements') of the building, garage and some parts outside. Some elements can be made up of several different parts.

In the element boxes in parts E, F, G and H, we describe the part that has the worst condition rating first and then briefly outline the condition of the other parts. The condition ratings are described as follows.

3	Defects that are serious and/or need to be repaired, replaced or investigated urgently.
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.
1	No repair is currently needed. The property must be maintained in the normal way.
NI	Not inspected (see 'Important note' below).
	port covers matters that, in the surveyor's opinion, need to be dealt with or may affect the value property.
or floor	<b>tant note:</b> We carry out only a visual inspection. This means that we do not take up carpets, floor coverings rboards, move furniture or remove the contents of cupboards. Also, we do not remove secured panels or undo cal fittings.
Ne ins	pect roofs, chimneys and other surfaces on the outside of the building from ground level and, if necessary, from jouring public property and with the help of binoculars.
materia to these	pect the roof structure from inside the roof space if there is access (although we do not move or lift insulation al, stored goods or other contents). We examine floor surfaces and under-floor spaces so far as there is safe acce se (although we do not move or lift furniture, floor coverings or other contents). We are not able to assess the on of the inside of any chimney, boiler orother flues.
We not	te in our report if we are not able to check any parts of the property that the inspection would normally cover. If w ncerned about these parts, the report will tell you about any further investigations that are needed.
We do	not report on the cost of any work to put right defects or make recommendations on how these repairs should b I out. Some maintenance and repairs we suggest may be expensive.
carried	Please read the 'Description of the RICS HomeBuyer Report Service' (at the back of this report) for details of what is, and is not, inspected.
carried	
Carried	

4 RICS HomeBuyer Report (Survey & Valuation)

# C Overall opinion and summary of the condition ratings

The main function of this section of the report is to provide:

- the surveyor's overall opinion of whether the property is a reasonable proposition at the agreed or suggested price, and on particular features that affect its current value and may affect its future resale, and
- tables identifying condition ratings applied to elements, which are organised in order of severity being 3, 2 and 1, and respectively colour-coded red, amber and green for ease of recognition, with only the worst rating per element being inputted in the tables.

## The surveyor's overall opinion of the property

The surveyor should use this section to report conclusions. These should include the surveyor's opinion on whether the property is a reasonable proposition at the agreed or suggested price, if any, and on any particular features that may affect its present value and may affect its future resale. The opinion takes no account of factors outside the scope of the HBS(S&V).

The overall opinion should help the client keep the detailed facts and advice that follow in the report in perspective.

#### **Condition rating table**

The table shows the condition ratings given in the elemental condition rating box for each element in sections E, F, G and H.

It is essential that the table of condition ratings contains each and every elemental condition rating shown in the condition rating boxes in sections E, F, G, and H (part). (Although the software program will populate the entries and colour coding in the condition rating boxes automatically, the surveyor should check to ensure that no condition rated element is overlooked.)

The table must also correctly identify each element.



## C

## Overall opinion and summary of the condition ratings

This section provides our overall opinion of the property, and summarises the condition ratings of the different elements of the property.

If an element is made up of a number of different parts (for example, a pitched roof to the main building and a flat roof to an extension), only the part in the worst condition is shown here.

To make sure you get a balanced impression of the property, we strongly recommend that you read all sections of the report, in particular the 'What to do now' section.

#### Our overall opinion of the property

	Section of the report	Element number	Element name
3	E: Outside the property		
	F: Inside the property		
	G: Services		
	H: Grounds (part)		

Section of the report	Element number	Element name
E: Outside the property		
F: Inside the property		
G: Services		
H: Grounds (part)		

1

2

Section of the report	Element number	Element name
E: Outside the property		
F: Inside the property		
G: Services		
H: Grounds (part)		

Property address

RICS HomeBuyer Report (Survey & Valuation) 5

### D About the property

#### Type of property

A concise description of the type of property should be provided, including the number of storeys.

If it is a flat or maisonette, the surveyor states so here and then provides further information in the box called 'Information relevant to flats and maisonettes', given later in this section.

The approximate compass point direction that the front of the property faces should be stated here.

### Approximate year the property was built

The surveyor states year or approximate year the home was built.

### Approximate year the property was extended

The surveyor reports whether the property home has or has not been extended, as well as the year or approximate year the extension(s) was built, if present.

### Approximate year the property was converted

The surveyor states whether a property has or has not been converted, along with the year or approximate year it was converted, if applicable.

## Information relevant to flats and maisonettes

The surveyor indicates if the flat or maisonette is in a converted or purpose-built building and specifies:

- the floor of block
- number of flats in block
- separate blocks in development, and
- access.

#### Accommodation

The number of rooms in current use should be entered floor by floor in the table provided. If there is a floor that does not fit into the categories mentioned (e.g. mezzanine), this can be named in the cross-section of the 'Other' row and the 'Name of other' column.

#### Construction

This concise paragraph must include description of:

- roofs
- walls, and
- floors.

#### Energy

The surveyor obtains the details of the current energyefficiency and environmental impact ratings, as stated on the EPC, on the home and puts them in the boxes provided. No further comment is provided.

Caution is needed that the surveyor does not put in the potential ratings, which are also stated on the EPC.

If no EPC is available, 'Not available' is inputted in boxes. No further enquiries have to be made.

A disclaimer is included in the report to make it clear to the client and the latter's advisers that the surveyor has not checked these ratings and so cannot comment on their accuracy.

#### **Mains services**

The surveyor marks the boxes to indicate which services are present and reports in more detail in section G Services.

#### **Central heating**

The surveyor marks the box(es) to indicate which type of system is available, or marks the 'None' box if there is no central heating, and reports in more detail in section G.

## Other services or energy sources (including feed-in tariffs)

This box is used to state any other service or energy source present at the property, such as:

- septic tank
- wind turbine
- solar panel(s)
- heat pump(s), and
- any others.

Where the surveyor is aware of feed-in tariffs, these should be commented on here and cross referred to section I3 Other matters for the client's legal advisers to confirm all liabilities and obligations.

#### Grounds

This section requires a concise description only. Full details can be given in section H on the following:

- garage(s) position (state if none)
- gardens
- outbuildings (type and location), and
- leisure buildings (type and location).

## Location, facilities and local environment

Comments here are to be based on the surveyor's inspection and local knowledge.

#### Location

Comments on location should not include reference to grounds, which are covered in section H. Instead, the surveyor should focus on:

- situation
- type of area
- character of neighbourhood
- source(s) of inconvenience or disturbance (e.g. school traffic, crowds, industry, public house), and
- road(s)/paths (adopted/private and traffic volume).

#### **Facilities**

The surveyor reports on nearby facilities, such as:

- shops
- bus routes/railway station, and
- schools.

#### Local environment

Physical factors such as flood risk, radon, electromagnetic fields, mining, clay sub-soils and mundic must be reported here and cross referred to section J Risks.

No enquiries need to be made to determine whether a building is listed or located within a conservation area. However, if the surveyor is aware that the property is so classified, this must be reported here and reference made to this in section I Issues for your legal advisers.

About the	property
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Type of property

Approximate year the property was built

Approximate year the property was extended

Approximate year the property was converted

Information relevant to flats and maisonettes

#### Accommodation

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SS							
	55	35	35	35	35	35	38

here. We hav	prepared the Epercy Porformer			
	ve not checked these ratings and sed that the property's current er	d so cannot comment on the		present the rati
Energy Effi	ciency Rating			
Environme	ntal impact rating			
Mains se	rvices boxes show that the mains serv	vices are present		
Gas	Electric	Water	Drainage	
Central h	-			
Gas	Electric	Solid fuel	Oil	[
				ļ
Grounds Location	rvices or energy sources			
Facilities				
Local env	vironment			

### E Outside the property

Outside the property relates to the external elements of the building. The client and the latter's advisers will clearly recognise this from the headings within the section.

The surveyor should inform the client and the latter's advisers of any limitations to inspection of the property and give reasons for this in the text box at the top of the page – i.e. where an element(s) or part(s) of which would normally be inspected within the terms of conditions but could not due to various reasons (e.g. roof covered in snow, chimney stack hidden from view). If further comment is required it can be included within the appropriate element text box.

For flats, the outside surfaces of the building containing the property are visually inspected only to the extent that the surveyor is able to give an opinion on the general condition.

External decorations are considered as part of the element and its normal maintenance. Therefore, the surveyor comments on them in the elemental text box as appropriate.

Surveyors must apply a condition rating to each element and report on the following.

#### E1 Chimney stacks

They are visually inspected, with the aid of binoculars where appropriate:

- flaunching
- pots
- type and condition of stacks (leaning and sulphate attack)
- pointing, render and other finishes
- aerials and satellite dishes
- flashings and soakers at the junction with the roof covering (but not including the roof covering), and
- any party wall issues arising from chimney condition.

#### E2 Roof coverings

#### **Pitched roof**

This is visually inspected with the aid of binoculars where appropriate.

- type of covering and condition including the slope of the roof and fixing of tiles, slates
- roofing felt presence, type, condition
- ridges and hips tiles

- verge and eaves details
- open valleys
- valley gutters ('butterfly' roofs), parapets gutters and their lining and outlets
- lead flashings to up-stands, dormers, etc. (but not the chimney flashings)
- roof lights, and
- dormers (usually including the flat or pitched roof over the feature).

#### Flat roof

This is visually inspected from vantage points within the property and/or using a ladder externally, where there is safe and reasonable access to a flat roof(s), not more than 3 metres above ground level.

- type of covering and condition, including the falls on the roof
- lead flashings to up-stands (but not the chimney flashings)
- verge and eaves details
- any integral gutters
- roof lights, and
- any party wall issues arising from chimney condition.

#### E3 Rainwater pipes and gutters

They are visually inspected with the aid of binoculars where appropriate.

This element includes:

- gutters and gutter supports (valley and parapet gutters to be included in E2 Roof coverings)
- hopper heads
- rainwater downpipes, bends, swan necks, off-sets, and
- rainwater shoes.

This element ends:

- where it joins foul pipework and becomes a combined system
- where it discharges into, or over, a gully, or over the ground.

Issues include:

- type and condition
- illegal connections
- general comment on adequacy, including:

rics.org

- falls to gutters
- position of outlets, hopper heads, etc, and
- numbers of downpipes.
- any party wall issues arising from chimney condition.

#### E4 Main walls

They are visually inspected with the aid of binoculars where appropriate, although foundations and concealed parts are not exposed or inspected.

- type, thickness and general condition of the wall(s)
- wall ties
- pointing
- rendering/external finishes
- cladding:
  - where it is integral to walling (e.g. part of a sandwich construction), it is reported here
  - where it is 'surface' fixed to the walling, then it should be included in E8 Other joinery and finishes.
- damp proof course type, position and condition
- presence of dampness to the inside face of the outside wall, including that from rising and penetrating dampness and condensation
- type and condition of the lintels, jambs and sills
- parapet walls and copings, including party up-stand walls
- timber frame, and
- level of insulation to the wall.

#### **E5 Windows**

A sample of windows is to be opened and closed where possible, but not forced open.

- type and general condition
- single/double/secondary glazing
- draughts/damp penetration
- seals to double glazed units
- replacement window issues
- escape in the case of fire
- safety glass, and
- security.

## E6 Outside doors (including patio doors)

Outside doors are to be opened and closed where keys are available, but not forced open.

- type and condition
- glazing and safety glass issues
- security
- draughts/damp penetration
- seals to double glazed units, and
- threshold, if level access, exclusion of water, etc.

#### **E7** Conservatory and porches

They are visually inspected.

- type and condition
- building regulation and/or planning approval
- inappropriate use, and
- safety.

#### E8 Other joinery and finishes

They are visually inspected with the aid of binoculars where appropriate.

- type and condition
- fascias, soffits and eaves details generally
- bargeboards and verge details generally
- ornamental joinery (e.g. finials, mock Tudor panelling)
- timber and PVC cladding fixed to main walling, and
- condition of decorations to all joinery elements.

#### E9 Other

This category is used for external elements that require reporting but do not sit comfortably elsewhere in section E. These elements should be visually inspected with the aid of binoculars where appropriate.

Typical examples include:

- roof terraces, useable flat roof areas over other accommodation
- balconies
- bay windows, but only where distinctive and different in nature to the construction of the main walls, and
- external stairways or fire escapes.

To give a complete appraisal of the feature, this section should cut across other elements, but only where appropriate. For example, a section on a balcony may report on:

- structural aspects (e.g. fixings, support)
- walls and floor to the balcony, and
- railings and handrails.

Rather than trying to fit these within the elemental structure of the report, it may be clearer to include all aspects here.

Safety issues should be cross referred to section J and legal/permission issues should be cross referred to section I.

Limitations to inspection  E1 Chimney stacks  E2 Roof coverings  E3 Rainwater pipes and gutters  E4 Main walls  E5 Windows	
E2 Roof coverings E3 Rainwater pipes and gutters E4 Main walls	1 2 3
E2 Roof coverings E3 Rainwater pipes and gutters E4 Main walls	
E3 Rainwater pipes and gutters E4 Main walls	
E3 Rainwater pipes and gutters E4 Main walls	
E4 Main walls	
E4 Main walls	
E5 Windows	
E5 Windows	
E6 Outside doors (including patio doors)	
E7 Conservatory and porches	
E8 Other joinery and finishes	
E9 Other	
Property address	

### F Inside the property

Inside the property relates to the internal elements of the building. The client and the latter's advisers will clearly recognise this from the headings within the section.

The surveyor should inform the client and the latter's advisers of any limitations to inspection of the property and give reasons for this in the text box at the top of the page – i.e. where an element(s) or part(s) of which would normally be inspected within the terms of conditions but could not due to various reasons (e.g. room full of stored items, door to room locked, no access hatch to roof space). If further comment is required it can be included within the appropriate element text box.

Internal decorations are considered as part of the element and its normal maintenance. Therefore, the surveyor comments on them in the elemental text box as appropriate.

The surveyor must apply a condition rating to each element and report on the following checklist items.

#### F1 Roof structure

The roof space is entered using a ladder where there is safe and reasonable access via hatches not more than 3 metres above floor level. If this is not possible, then physical access to the roof space may be taken by other means, if the surveyor deems it is safe and reasonable to do so. The roof structure is visually inspected from within the roof space. Secured panels are not removed, and insulation material, stored goods and other contents are not moved or lifted.

This element includes:

- design, construction and condition
- alteration of the roof structure to create useable space (this is to be included here when the owner has partially altered the roof space for limited use, e.g. providing flooring for additional storage, etc., while a complete room-in-a-roof conversion should be reported in F9 Other)
- roof strengthening and lateral restraint
- use and misuse of the roof space
- wood rot and wood boring beetle
- party walls lack of fire breaks, gaps between dwellings
- flooring in, and access into, the loft
- ventilation in roof space
- level of insulation
- birds, bats, vermin, insects, and

 unsupported chimney breast(s) (report in F5 Fireplaces, chimney breasts and flues).

#### **Flats**

This is inspected as above, but only if access can be gained from inside the flat.

#### F2 Ceilings

They are visually inspected from floor level.

- type and condition
- dampness to surfaces, including condensation mould growth
- safety and cracking
- cornices or centerpieces
- finishes, including decorations, and
- asbestos containing materials (cross refer to section J).

#### F3 Walls and partitions

Both are visually inspected from floor level. Using a damp meter, walls are randomly tested for dampness where considered appropriate.

- type and condition
- loading or non-load bearing
- structural movement, cracking, distortion, binding doors
- non-robust partitions
- possible asbestos content
- finishes, including decorations
- wall tiling (including splash back wall tiling)
- dado paneling
- structural alterations through lounge, new door openings, and
- dampness to internal walls, including condensation mould growth.

#### F4 Floors

Surfaces of exposed floors are visually inspected. No carpets, floor coverings or floorboards are lifted or furniture moved. Subfloor areas are inspected only to the extent visible from a readily accessible and unfixed hatch by way of an inverted 'head and shoulder' inspection at the access point.

- type and condition (floor by floor)
- solid floor
  - cracking
  - settlement, and
  - swelling.
- suspended timber floor:
  - stamp test, and
  - ventilation to subfloor void
- floor finishes and their construction
- dampness to all floor types, and
- wood rot and wood boring insects.

## F5 Fireplaces, chimney breasts and flues

These are visually inspected, but no testing of flues or fittings is carried out. Gas and oil heaters/ fires are to be included in G4 Heating, as should balanced flues attached to, or extending a short distance from, the heating appliance. This element includes the chimney breast from the lowest level in the house, through all rooms and through any roof space and finishes at the underside of the roof covering. The element changes to E1 Chimney stacks when above the roof covering, where it becomes an external element.

- types and condition
- open, solid fuel fireplaces
- flue/chimney maintenance, sweeping, lining, etc.
- fixed external ventilation hearth
- chimney breasts:
  - open or blocked off
  - ventilation of flue (if blocked)
  - top of flue at chimney level
  - condition of them in roof space
  - structural alterations, unsupported, and
  - dampness to base and face of them.
- flues:
  - traditional chimney breasts or built-in.
- prefabricated flues:
  - Vertical open flues not contained within a chimney, including description, fixing, condition, terminal position, proximity to combustible materials, etc.
- possible asbestos materials (cross refer to section J).

# F6 Built-in fittings (built-in kitchen and other fittings, not including the appliances)

Built-in cupboards are looked into, but no stored items are moved. Kitchen units are visually inspected excluding appliances (such as hobs, oven, grills, etc.):

- description, adequacy and general condition
- kitchen units, cupboards and worktops, including waterproof sealant but not the splash back tiling (see F3 Walls and partitions)
- kitchen sink including the taps, but not the water pipes to them (see G3 Water)
- slotted wastes, but not the trap or the waste pipe (see G6 Drainage)
- dampness affecting the features described above
- wood boring insects affecting the features described above, and
- operation operable drawers, damaged hinges, etc.

## F7 Woodwork (for example, staircase and joinery items)

Visually inspected, with internal doors to be opened and closed where keys are available, but not forced open.

- description and general condition
- internal doors, frames/linings, architraves, etc.
- asbestos containing backing to cupboard/older fire doors (cross refer to section J)
- internal parts of windows jamb linings, sill boards, architraves, shutters, etc.
- built-in cupboards (e.g. within chimney alcoves, meter cupboards)
- skirtings, dado rails, picture rails Staircases treads and risers, strings, balusters, handrails, newel posts
- safety hazards (e.g. missing balusters, broken treads, lack of safety glass)
- finishes, including decorations
- dampness affecting the features described above, and
- wood rot and wood boring beetle affecting the features described above.

#### F8 Bathroom fittings

These are visually inspected, but no tests whatsoever are to be carried out on the appliances. The surveyor provides a description of the adequacy and general condition:

- baths
- bidets
- wash hand basins, their taps and slotted wastes
- shower trays

- shower cubicles
- water closets (WC), their cisterns and overflows, including the actual junction between the WC outgo and the drainage pipe, but not the drainage pipe itself
- bath panels and other built-in fittings associated the sanitary appliances, and
- sealant between the appliance and the adjacent surfaces.

Inspection does not include:

- water pipes that connect to the taps, mixing valves, etc. (see G3 Water and G5 Water heating)
- water traps and waste pipes that drain them (see G6 Drainage)
- any electric showers or instant electric water heaters (see G3 Water heating and G1 Electricity)
- wall tiling/splash back tiles (see F3 Walls and partitions)
- leaks and dampness caused by the bathroom fittings, and
- wood rot and wood boring insects affecting the features described above.

#### F9 Other

This category is used for external elements that require reporting but do not sit comfortably elsewhere in section F. These elements should be visually inspected. The following headings give suggestions of what could typically be included here.

#### **Roof space conversion**

Although this can be reported in F1 Roof structure, this section should be used where a total conversion has been carried out. To give a complete appraisal of the conversion, this section should cut across other elements, but only where appropriate. For example, issues to be considered and reported on might typically include:

- structural aspects alteration of roof, strengthening of ceilings and other floors
- access to room adequacy and safety of staircase, etc.
- thermal insulation ventilation to roof spaces
- fire escape route fire resistance of partitions, ceilings, doors, etc.
- regulation and permissions building regulation, planning permission, etc.
- safety issues and any asbestos containing materials (cross refer to section J)
- legal/other permission issues (cross refer to section I).

#### **Cellars and basements**

They require a similar approach to roof space conversion. To make reporting clearer, where the cellar/basements are used for habitable purposes, this section should cut across other elements, but only where sensible. This might typically include:

- structural aspects removal of partitions, strengthening of ceilings and other floors
- access to room adequacy and safety of staircase, etc.
- fire escape and fire safety additional fire resistance to ceiling, inner rooms issues, etc.
- daylight and ventilation to rooms and spaces
- dampness
- safety issues (cross refer to section J)
- legal/permission issues (cross refer to section I)
- asbestos containing materials (cross refer to section J)

#### Flats

The inspection includes those internal common parts of a block, such as:

- internal hallways, landings and stairs
- door
- built-in cupboards, meter cupboards, etc, and
- asbestos containing materials (cross refer to section J).

<b>RICS</b>	
Inside the property	
Limitations to inspection	
F1 Roof structure	3
F2 Ceilings	
F3 Walls and partitions	
F4 Floors	
F5 Fireplaces, chimney breasts and flues	
F6 Built-in fittings (e.g. built-in kitchen and other fittings, not including appliances)	
F7 Woodwork (e.g. staircase and joinery)	
F8 Bathroom and kitchen fittings	
F9 Other	
Property address	

### G Services

The services are visually inspected. The surveyor does not assess any services to make sure they work efficiently and safely, or comply with current regulations.

The surveyor should inform the client and the latter's advisers of any limitations to inspection of the property and give reasons for this in the text box at the top of the page – i.e. where an element(s) or part(s) of which would normally be inspected within the terms of conditions but could not due to various reasons (e.g. meters inaccessible, drain cover not present or could not be lifted). If further comment is required it can be included within the appropriate element text box.

If any services are turned off, the surveyor states that in the report and does not turn them on. A condition rating must be applied to each of the services and comments made on the following elements.

#### **G1** Electricity

Accessible parts of the wiring are visually inspected without removing or undoing fittings . No tests whatsoever are carried out to the system or appliances. The following statement is printed at the start of G1:

> Safety warning: The Electrical Safety Council recommends that you should get a registered electrician to check the property and its electrical fittings at least every ten years, or on change of occupancy. All electrical installation work undertaken after 1 January 2005 should have appropriate certification. For more advice contact the Electrical Safety Council.

Subsequent reporting should not contradict this.

The surveyor should describe the installation and its general condition including:

- mains supply
- residual current device (RCD) or miniature circuit breakers (MCB)
- on-peak/off-peak
- location of the meter and consumer unit/fuse board
- supplementary bonding in the usual places
- condition of visible wiring
- condition of a sample of the range of light fittings and switch gear
- fixed electrical appliances, including heaters, storage radiators, electric showers, instant water heaters, etc. (see also G5 Water heating)
- nature of electrical fittings bath and shower rooms

- external installations, such as garages, outbuildings, external sockets, garden lighting, water feature pumps, etc, and
- the surveyor should check if the following documentation is available:
  - Part P Building Regulation certification where rewiring/alterations to the installation have been carried out post 1 January 2005.
  - A recent Periodic Inspection Report (PIR).

#### G2 Gas/oil

Accessible parts of the system(s) are visually inspected without removing or undoing fittings. No tests whatsoever are carried out to the system(s) or appliances.

The following statement is printed at the start of G2:

Safety warning: All gas and oil appliances and equipment should be regularly inspected, tested, maintained and serviced by a registered 'competent person' and in line with the manufacturer's instructions. This is important to make sure that all the equipment is working correctly, to limit the risk of fire and carbon monoxide poisoning, and to prevent carbon dioxide and other greenhouse gases from leaking into the air. For more advice contact the Gas Safe Register for gas installations, and OFTEC for oil installations.

Subsequent reporting should not contradict this. The surveyor reports:

- description and general condition, and
- evidence of installation/alteration certification, annual inspections and reports for all types of installation.

This section covers the gas and oil supply pipework from the utility company's supply (or the storage vessel) through to the heating appliance itself.

However, all matters relating to the appliance are to be reported in G4 Heating.

#### Mains gas installations

- Does it have a mains supply and is it connected?
- How is the meter location and condition? Is the meter positioned on an escape route?
- What is the route, nature and condition of the pipework?

Have there been alterations? Are they properly certified?

#### Liquid petroleum gas installations

- storage cylinders: Is the location suitable?
- boundaries
- proximity to buildings (especially basements)
- other storage tanks
- condition
- foliage
- What is the route, nature and condition of the pipework?
- Have there been alterations? Are they properly certified?

#### **Oil installations**

The surveyor reports on oil storage facility details, including:

- siting
- nature of the tank internal or external bunded
- condition of tank, and
- proximity to dwelling, boundaries, watercourses, drains, etc.

#### G3 Water

Accessible parts of the system are visually inspected without removing or undoing fittings. No tests whatsoever are carried out for the system or appliances.

This element **does** include:

- piped water supply from the boundary of the property (of the whole of the private water supply)
- supply pipe and stop valves where the pipe enters the building
- rising main supply to combination boilers, water heaters, feed and expansion tanks but not beyond them
- rising main supply to cold water storage tanks, direct to kitchen and sanitary appliances, but not the taps to which they connect
- cold water storage tanks (possible asbestos containing materials to be cross referred to section J), lids, bases, associated overflows and vents, and
- cold water distribution pipes from storage tanks to appliances.

This element **does not** include:

- hot water system (see G5 Water heating);
- hot water cylinder, expansion pipe, immersion heaters, cylinder thermostats and all distribution pipework between cylinder and the appliances, and

 distribution pipework between the water heating appliances and the various appliances.

#### Main issues to include are:

- description and general condition
- source of supply
- mains supply
- mains and private supply combined
- private supply only (If present, has it been checked and certified as wholesome?), or
- shared supply with neighbours (cross refer to section I)
- position of external stop valves/water meter
- position of internal stop valve
- pipe insulation in unheated areas
- presence of lead pipework (cross refer to section J)
- nature of the pipework, dissimilar materials
- storage tanks, overflow pipes, etc
- use of asbestos containing materials (cross refer to section J)
- backflow prevention
- garden supply, and
- irrigation system.

#### **G4** Heating

Accessible parts of the system are visually inspected apart from communal systems, which are not inspected. No tests whatsoever are carried out to the system or appliances.

This element includes:

- main heating source:
  - boilers (and combination boilers that also provide hot water)
  - gas and oil fires and heaters
  - electric heating
  - heat pumps, or
  - heat distribution pipework and associated heat emitters (e.g. under-floor heating), and the possible use of asbestos containing materials (cross refer to section J).
- ancillary equipment:
  - heating controls/thermostatic radiator valves (TRVs), or
  - expansion vessels and safety controls.
- ventilation issues for heating appliances (where there are concerns, cross refer to section J).

Solid fuel heating source should be covered in F5 Fireplaces, chimneys and flues. Any distribution pipework should be covered here for this element. Most heating appliances will be subject regulations governing installation of gas, oil, solid fuel and electric appliances previously described. These should be cross referred to the appropriate section where certification is required.

#### **G5** Water heating

Accessible parts of the system are visually inspected, apart from communal systems which are not inspected. No tests whatsoever are carried out to the system or appliances.

This element includes:

- Hot water heating appliance where this provides hot water only (e.g. gas water heater, multi-point water heater, electric under-counter heater, etc.), while combination heating and hot water boilers are included in G4 Heating.
- Hot water cylinder, expansion pipe, immersion heaters, cylinder thermostats and all distribution pipework between cylinder and the appliances (but not the taps).
- Distribution pipework between the water heating appliances and the various appliances, and the possible use of asbestos containing materials (cross refer to section J).

#### G6 Drainage

Chambers (except in the case of flats) are visually inspected from ground level where it is safe and reasonable for the surveyor to lift the cover(s).

Neither the drains nor drainage systems are tested. This element includes:

- above ground drainage:
  - traps and wastes from kitchen sinks, washing machines, dishwashers, sanitary appliances, bidets, WCs, showers, etc.

- soil and vent pipes, and the possible use of asbestos containing materials (cross refer to section J)
- stub stacks, and
- air admittance valves, etc.
- below ground drainage:
- gullies
- rodding access points
- inspection chambers
- main drainage separate system (foul and surface water), combined system
- private drainage cess pit, septic tank, small sewerage treatment system, and
- other types soak away, reed beds, composting toilets.
- other issues:
  - shared drainage with neighbouring properties (cross refer to section I)
- permit to discharge to local water courses, etc
- misconnected drains (see www.connectright.org.uk) and
- pitch fibre drainage pipes identified in inspection chambers.

#### **G7** Common services

The surveyor does not inspect the common services and gives general comment only. This covers services that are specific to flats, including:

- refuse chutes, bin stores, etc.
- lifts for passenger and goods
- enter-phone systems
- CCTV, and
- lighting and heating in common areas.

Services			
of the available services, and	within the construction of the prope we do not carry out specialist tests. safely, or meet modern standards.		
Limitations to inspec	ion		
to check the property and its electric for tenanted properties every 5 years	he Electrical Safety Council recommends that I fittings and that a periodic inspection and tes or at each change of occupancy, whichever is stallation work undertaken after1 January 200 I Safety Council.	sting is carried out at the following times: sooner; at least every 10 years for an	12
qualified Gas Safe Engineer or Regis gas safety check must be carried ou important to make sure that the equi	s and oil appliances and equipment should reg sred Heating Engineer and in line with the man on every gas appliance/flue. A gas safety che ment is working correctly, to limit the risk of fin e air. For more advice contact the Gas Safe Fi	ufacturer's instructions.For tenanted propertie teck will make sure gas fittings and appliances a e and carbon monoxide poisoning and to prev	s by law a 12 mon are safe to use. Thi rent carbon dioxide
G3 Water			
G4 Heating			
G5 Water heating			
G6 Drainage			
G7 Common services			
Property address			
L			

# H Grounds (including shared areas for flats)

Surveyors should perform a visual inspection only of the grounds by walking around, where necessary, from adjoining public property.

The surveyor should inform the client and the latter's advisers of any limitations to inspection of the property and give reasons for this in the text box at the top of the page – i.e. where an element(s) or part(s) of which would normally be inspected within the terms of conditions but could not due to various reasons (e.g. garage door locked, garden overgrown). If further comment is required it can be included within the appropriate element text box.

Only two elements are rated in this section: H1 Garages and H2 Other.

Although H2 is normally reserved for 'other outbuildings', where a defective external feature will have an impact on the value of the property, a sub-element can be included in H2 and condition rated to emphasise its seriousness.

#### H1 Garage

The garage(s) should be identified and condition rated here, as can all related elements and services. Elements of integral garages (i.e. part of the structural framework of the dwelling) can be included in sections E or F. Typical issues are:

- type and general condition
- functionality
- unauthorised use (cross refer to section I)
- services type and condition (cross refer to G1 Electricity)
- planning/listed building/conservation area issues, and
- asbestos containing materials (cross refer to section J).

#### H2 Other

This section normally includes other permanent outbuilding(s) that are not attached to the main dwelling. These must be condition rated and reported. Examples include:

- summer houses
- substantial greenhouses
- follies
- leisure buildings, but not the leisure facilities inside (e.g. swimming pools, saunas, fitness gyms, etc.), and

specific defective external features that may affect value must also be condition rated and reported in this section. Examples include:

- retaining walls in danger of collapsing
- deeply sunken paths or driveway, and
- dilapidated boundary wall or fence.

There must be a clear impact on value, so inclusion in this section is likely to be the exception rather than the rule.

Other issues could include:

- listed building/conservation areas (cross refer to section I)
- safety issues (cross refer to section J)
- invasive species, e.g. Japanese knotweed (cross refer to section J)
- automatic gates (cross refer to section J).

#### H3 General

The surveyor should comment on features within the grounds, such as:

- retaining walls
- gardens
- drives, paths, terraces, patios, steps
- hardstanding
- dropped kerbs
- gates
- trees
- boundary walls, fences
- non-permanent outbuildings, and
- rights of way.

Where specific external features are defective or in need of repair or replacement, and may impact on value, they must also be reported and condition rated in H2 Other.

Where risks such as contamination or flooding are found, these should be reported and cross referred to section J, where more detail of these should be provided.

#### Flats

The inspection includes common external areas, such as:

- external staircases
- outbuildings
- garages
- parking provision
- roads and paths
- boundaries
- retaining walls, and
- asbestos containing materials (cross refer to section J).

	<b>RICS</b>
Grounds (includir	ng shared areas for flats)
Limitations to inspection	
H1 Garage	1 2
H2 Other	
H3 General	
Property address	

### I Issues for your legal advisers

The legal advisers are responsible for checking relevant documents. As legal advisers will not normally see the property, the subheadings in section I are intended only for the surveyor to identify apparent and specific items with possible legal implications.

Issues reported elsewhere can be cross-referenced here. The client is advised that legal advisers may need to investigate further. The checklists provided give examples of issues that may arise.

#### **I1** Regulation

Typical issues include:

- planning permission and building regulation approval for an extension or loft conversion
- National House-Building Council (NHBC)/other certificate
- listed building
- conservation area

#### Listed building/conservation areas

If the surveyor knows or suspects that the property is listed or is located in a conservation area, the client should be advised to discuss the various implications of ownership with legal advisers. If and when repair work is required, the client should be advised to consult someone with appropriate specialist knowledge. If significant repairs or alterations are being contemplated, advice should be sought from the conservation officer.

#### **I2** Guarantees

Typical issues include:

- timber/damp warranties
- central heating service record
- fenestration Self-Assessment Scheme (FENSA) certificate
- wall ties, and
- possible advantage of taking over existing insurance.

#### **I3 Other matters**

#### Tenure

Although the tenure is stated in section K, the surveyor should report this in more detail in section I, such as stating the tenure and sources of information.

#### Freehold: sample paragraph

Sample wording for a freehold property is given here:

'I have been told by [source of information] that the property is freehold. You should ask your legal advisers to confirm this and explain the implications.'

If the surveyor has cause to suspect the property is not a freehold and if this turns out to be the case, it should be advised that this may have an impact on the valuation given in section K, and the matter may be referred back to the surveyor.

#### Leasehold

The LPA annex is an integral part of the report for all leasehold properties and is to be attached to any report for such properties. The only exception to this rule is that of leasehold houses (see Part A, subsection 4.8).

#### Leasehold: sample paragraph (for all except houses)

Sample wording that can be used for all leasehold properties (except leasehold houses) is given here:

'I have been told by [source of information] that the property is leasehold [details]. Your attention is drawn to the attached Leasehold properties advice (LPA) annex. You are advised to ask your legal advisers to supply the information set out in this annex.

#### Leasehold house: sample paragraph

Sample wording for leasehold houses is given here:

'I have been told by [source of information] that the property is leasehold [details]. The Leasehold properties advice [LPA] annex is not attached because, in this case, the lease is not likely to be common to other building owners. It may therefore not involve the usual complications of management companies, service charges, etc. Your legal advisers should be asked to check this assumption. If it is so, they should also be asked to confirm the level of rent and the unexpired term of the lease, and that the lease contains no unusual or troublesome terms. You may also wish them to investigate the possibility of purchasing the freehold [which might be complicated].'

rics.org

#### Commonhold: sample paragraph

Sample wording for commonhold properties is given here:

'I have been told by [source of information] that the property is commonhold [details]. You should ask your legal advisers to confirm this and explain the implications.'

Typical issues include:

- flying freeholds
- tenancies/vacant possession
- roads, drives and footpaths (unadopted or shared access)
- hardstanding
- dropped kerb
- rights of way
- drains/sewers liability
- easement, servitudes or wayleaves
- shared drainage
- water
- leisure facilities
- ownership of, and responsibility for, maintaining property boundaries
- repairs of party walls/party wall agreement
- parking permits, and
- status of any known planning permission for major local development.

13 Other matters may also be used to cover any matter that does not sit comfortably anywhere else in the report (e.g. feed-in tariffs).

	your legal advisers
identify issues that your leg	adviser' and will not comment on any legal documents. However, if during the inspection al advisers may need to investigate further, we may refer to these in the report (for examp arranty covering replacement windows).
I1 Regulation	
I2 Guarantees	
I3 Other matters	
Property address	

### J Risks

The purpose of section J is to summarise defects and issues that present a risk to the building or the grounds, or a safety risk to people.

Risks may include the defects that have caused them, or hazards reported elsewhere the report. They also might be issues that may have existed for a long time and cannot reasonably be changed but still may present a safety risk.

The method of reporting under each heading will typically be:

- originating element/issue
- title of defect/risk/hazard, and
- very brief description of the problem (maximum one line).

The checklists provided here give examples of issues to consider under each heading.

#### J1 Risks to the building

This section is similar to the way major defects were emphasised in the former RICS Homebuyer Survey and Valuation (HSV). In this format, the defects should be identified, described, condition rated, reported in the appropriate sections in E, F and G, and emphasised here as a cross-referenced headline. Typical categories are:

- structural movement
- dampness
- timber defects
- mundic, and
- non-traditional construction.

#### J2 Risks to the grounds

This section should include risks to property and people that are associated with the ground beneath the property. In the case of contamination or landfill, there is a general assumption that there are no hazardous or damaging materials, that there is no contamination in or from the ground and that the ground has not been landfilled. The surveyor only reports if the latter observes, has reason to suspect or otherwise becomes aware of any contamination.

Where appropriate hazards are identified, they should be described here. Typical issues include:

- radon
- flooding
- mining, and
- invasive species, e.g. Japanese knotweed (cross refer to section H).

#### J3 Risks to people

This section focuses on those hazards that pose a direct threat to the users of the dwelling. The risk should be clearly identifiable and not too remote. Typical examples include:

- asbestos
- lack of emergency escape
- inadequate fire precautions
- absence of safety glass
- lead water pipes (cross refer to section G)
- lack of safety rails, steep stairs
- gas leaks
- carbon monoxide poisoning
- dangerous electrics
- unsafe parts of building
- absence of test certificates for services/appliances/ water supply
- inappropriate use of accommodation (e.g. nonconforming roof space conversion, bedrooms in damp basements)
- overhead power lines (EMFs)
- high radon levels
- serious and significant tripping hazards, and
- unprotected garden ponds.

#### J4 Other

This section can be used to cover risks or hazards that may impact the enjoyment of the property, which do not sit within J1–J3. Some examples are:

- location beneath a flight path
- impact of planning proposal, and
- proximity to source of intrusive noise or smell.

	<b>RICS</b>
_	Risks
J	RISKS
U	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, having existed for some time and which cannot be reasonably changed.
	J1 Risks to the building
	J2 Risks to the grounds
	J3 Risks to people
	J4 Other
	Property address
	RICS HomeBuyer Report (Survey & Valuation) 13

### K Valuation

#### **Market Value**

The definition of Market Value (MV) is:

'The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion' [International Valuation Standards Council, 2013].

For more information concerning Market Value according to IVSC, see the current edition of the Red Book.

#### Statement

Boxes are provided for the surveyor to record the date of the valuation and state an opinion on the Market Value (in pounds) of the property as inspected first in figures, followed by the same amount in words.

To comply with requirement of the Red Book (VPS 3.7 (k)) a statement confirming that the valuation has been undertaken in accordance with the RICS Valuation – Professional Standards 2014 – including the International Valuation Standards is included.

#### Tenure

The surveyor should state the tenure (freehold, leasehold or commonhold) in the box provided. Further details are provided in section I.

#### Area of property

The surveyor should state the approximate area of the accommodation in square metres (sq m) in the box provided and include whether the area has been calculated on a gross external area (GEA) or gross internal area (GIA) basis. The surveyor must understand and use the Code of measuring practice, 6th edition (RICS, 2007), appreciating inclusions, exclusions and treatment of garages and other outbuildings.

### Insurance cover (reinstatement cost)

The surveyor's estimate of the reinstatement cost should be given in figures, as well as in words, in the boxes provided. The surveyor is expected to understand, use and reference (as appropriate) the independent information on rebuilding costs produced by the Building Cost Information Service (BCIS) of RICS and the ABI/BCIS House Rebuilding Cost index (see abi.bcis.co.uk).

In the case of flats, maisonettes and other such leasehold properties, the estimate is made on the assumption that the property is insured under a satisfactory policy covering the whole building.

#### Assumptions

Guidance on the use of 'assumptions' and 'special assumptions' is given in the current edition of the Red Book. The assumptions as set out in the report are also based on those in the UK appendix on RICS residential mortgage valuation specification in the Red Book.

Any additional assumptions relating to the valuation are to be reported in the box provided. These may include special assumptions. Examples of these circumstances are:

- Rights of access and egress over all communal estate roadways, pathways, corridors, stairways and use of communal grounds, parking areas and other facilities
- Where a bid from a special purchaser has been made
- Where an interest cannot be offered freely and openly in the market
- Part/shared ownership
- Where a building is being refurbished or altered
- Where there is an anticipated change in the mode of occupation
- Subject to outcome of further investigation.

In some cases the surveyor will not feel able to reach necessary conclusions with reasonable confidence and will therefore include in the report a caveat or recommendation for further investigation (see Part A, subsections 2.7 and 4.5). In such cases, it may be appropriate for the surveyor to provide the valuation on a special assumption as to the outcome of further recommended investigation, or to defer providing the valuation until the results of such further investigation are available.

#### Leasehold property

The LPA annex lists a number of assumptions. The surveyor should refer the client to the LPA in the 'Any additional assumptions relating to the valuation' box.

## Other considerations affecting value

These are matters (frequently environmental) that the client cannot influence in the same way as defects to elements

of the property which are condition rated, but that may have an impact on Market Value.

Examples include:

- Area prone to flooding
- Location beneath a flight path
- Possible impact of planning proposal (e.g. building an extra runway at a nearby airport)
- Proximity to source of intrusive noise, smell, etc. (e.g. pub, busy road, railway, pig farm, industrial plant).

These are best expressed as bullet points in the box provided, as they relate to the valuation of the property rather than the assessment of the condition of the building. However, the surveyor also has the option to report any such consideration in more detail in J4 Other risks and refer to it in the overall opinion.

In my opinion the market value on		as inspected was
£		
~	(amount in words)	
Танализа	. ,	
Tenure	Area of property (sq m)	
The valuation has been undertaken in accord - including the International Valuation Standa	rds.	
In my opinion the current reinstat	tement cost of the pro	perty (see note below) is:
£		
	(amount in words)	
	(arriount in words)	
In arriving at my In arriving at my valuation, I	0 1	
With regard to the materials, construction, se		
<ul> <li>an inspection of those parts that I could valuation</li> </ul>	a not inspect would not identify	y significant defects or a cause to alter the
<ul> <li>no dangerous or damaging materials or</li> </ul>	- building techniques have bee	en used in the property
<ul> <li>there is no contamination in or from the</li> </ul>	- ·	
• the property is connected to, and has tl	-	
• the valuation does not take account of	-	
With regard to legal matters I have assumed		
• the property is sold with 'vacant posses	ssion' (your legal advisers can	give you more information on this term)
• the condition of the property, or the pur	pose the property is or will be	used for, does not break any laws
	egal inquiries and that all nece	rty, that the property is not affected by problem ssary planning permissions and Building obtained and complied with: and
• the property has the right to use the ma	ains services on normal terms,	and that the sewers, mains services and road nder local-authority, not private, control).
Any additional assumptions relating to the	a valuation	
Your legal advisers, and other people who c	arry out property conveyancin	g, should be familiar with these assumptions a
are responsible for checking those concerning My opinion of the Market Value shown here	ng legal matters.	-
	5	placements. The valuation assumes that your
legal advisers will receive satisfactory replies		
Other considerations affecting value		
	-	is reinstatement cost in the 'Description of the RICS ost of rebuilding an average home of the type and sty
inspected to its existing standard using modern m	aterials and techniques, and by a	cting in line with current Building Regulations and ot
legal requirements. This will help you decide on the	e amount of buildings insurance c	over you will need for the property.

	(CRICS
Surveyor's declara	ation
"I confirm that I have inspected the <b>Signature</b>	property and prepared this report"
Surveyor's RICS number	Qualifications
For and on behalf of <b>Company</b>	
Address	
Town	County
Postcode	Phone number
Website	Fax number
Email	
Property address	
Client's name	Date this report was produced
RICS Disclaimers	
<ol> <li>This report has been prepared by a surveyor ('the I on behalf of a firm or company of surveyors ('the E The statements and opinions expressed in this rep expressed on behalf of the Employer, who accepts responsibility for these.</li> <li>Without prejudice and separately to the above, the will have no personal liability in respect of any state opinions contained in this report, which shall at all the sole responsibility of the Employer to the exclusion the Employee.</li> <li>In the case of sole practitioners, the surveyor may in his or her own name unless the surveyor operate trader limited liability company.</li> </ol>	<ul> <li>inployer).</li> <li>of liability within the meaning of the Consumer Rights Act 201</li> <li>it does not apply to death or personal injury resulting from negligence.</li> <li>This document is issued in blank form by the Royal Institution Chartered Surveyors (RICS) and is available only to parties wh have signed a licence agreement with RICS.</li> <li>RICS gives no representations or warranties, express or implie and no responsibility or liability is accepted for the accuracy or completeness of the information inserted in the document or at other written or oral information given to any interested part.</li> </ul>
Please read the 'Description of the RICS HomeE	Buyer Report Service' (at the back of this report) for details of what is, and is not, inspecte

### What to do now

#### **Getting quotations**

The cost of repairs may influence the amount you are prepared to pay for the property. Before you make a legal commitment to buy the property, you should get reports and quotations for all the repairs and further investigations the surveyor may have identified.

You should get at least two quotations from experienced contractors who are properly insured. You should also:

- ask them for references from people they have worked for;
- · describe in writing exactly what you will want them to do; and
- get the contractors to put the quotations in writing.

Some repairs will need contractors with specialist skills and who are members of regulated organisations (for example, electricians, gas engineers, plumbers and so on). Some work may also need you to get Building Regulations permission or planning permission from your local authority.

#### **Further investigations**

If the surveyor is concerned about the condition of a hidden part of the building, could only see part of a defect or does not have the specialist knowledge to assess part of the property fully, the surveyor may have recommended that further investigations should be carried out to discover the true extent of the problem.

#### Who you should use for these further investigations

You should ask an appropriately qualified person, though it is not possible to tell you which one. Specialists belonging to different types of organisations will be able to do this. For example, qualified electricians can belong to five different government-approved schemes. If you want further advice, please contact the surveyor.

#### What the further investigations will involve

This will depend on the type of problem, but to do this properly, parts of the home may have to be disturbed and so you should discuss this matter with the current owner. In some cases, the cost of investigation may be high.

#### When to do the work

The condition ratings help describe the urgency of the repair and replacement work. The following summary may help you decide when to do the work.

- Condition rating 2 repairs should be done soon. Exactly when will depend on the type of problem, but it usually
  does not have to be done right away. Many repairs could wait weeks or months, giving you time to organise suitable
  reports and quotations.
- **Condition rating 3** repairs should be done as soon as possible. The speed of your response will depend on the nature of the problem. For example, repairs to a badly leaking roof or a dangerous gas boiler need to be carried out within a matter of hours, while other less important critical repairs could wait for a few days.

#### Warning

Although repairs of elements with a condition rating 2 are not considered urgent, if they are not addressed they may develop into defects needing more serious repairs. Flat roofs and gutters are typical examples. These can quickly get worse without warning and result in serious leaks.

As a result, you should regularly check elements with a condition rating 2 to make sure they are not getting worse.

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## Description of the RICS HomeBuyer (Survey & Valuation) Service

#### The service

The RICS HomeBuyer (Survey & Valuation) Service includes: • an inspection of the property (see 'The inspection')

- a report based on the inspection (see 'The report'); and
- a valuation, which is part of the report (see 'The Valuation')

The surveyor who provides the RICS HomeBuyer (Survey &

- Valuation) Service aims to give you professional advice to help you to:
- make an informed decision on whether to go ahead with buying the property
- make an informed decision on what is a reasonable price to pay for the property
- take account of any repairs or replacements the property needs; and
  consider what further advice you should take before committing to
- purchase the property.

#### The inspection

The surveyor inspects the inside and outside of the main building and all permanent outbuildings, but does not force or open up the fabric. This means that the surveyor does not take up carpets, floor coverings or floorboards, move furniture, remove the contents of cupboards, roof spaces, etc., remove secured panels and/or hatches or undo electrical fittings. If necessary, the surveyor carries out parts of the inspection when standing

at ground level from public property next door where accessible. The surveyor may use equipment such as a damp-meter, binoculars and torch, and may use a ladder for flat roofs and for hatches no more than 3 metres above level ground (outside) or floor surfaces (inside) if it is safe to do so.

#### 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; 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 where access can be obtained.

Buildings with swimming pools and sports facilities are also treated as permanent outbuildings, but the surveyor does 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 assesses the general condition of outside surfaces of the building, as well as its access areas (for example, shared hallways and staircases). The surveyor inspects roof spaces only if they are accessible from within the property. The surveyor does not inspect drains, lifts, fire alarms and security systems.

#### Dangerous materials, contamination and environmental issues

The surveyor does not make any enquiries about contamination or other environmental dangers. However, if the surveyor suspects a problem, he or she 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 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. With flats, the surveyor assumes that there is a 'dutyholder' (as defined in the regulations), and that in place are an asbestos register and an effective management plan 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 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 focuses on matters that, in the surveyor's opinion, may affect the value of the property if they are not addressed.

#### The report is in a standard format and includes the following sections.

- A Introduction to the report
- B About the inspection
- C Overall opinion and summary of the condition ratings
- D About the property
- E Outside the property
- F Inside the property
- G Services H Grounds (in
- H Grounds (including shared areas for flats)I Issues for your legal advisers
- J Risks
- K Valuation
- L Surveyor's declaration
  - What to do now
  - Description of the RICS HomeBuyer (Survey & Valuation) Service Typical house diagram

#### 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.

**Condition rating 3** – defects that are serious and/or need to be repaired, replaced or investigated urgently.

 $\label{eq:condition rating 2-defects that need repairing or replacing but are not considered to be either serious or urgent. The property must be maintained in the normal way.$ 

 $\label{eq:condition} \begin{array}{l} \mbox{Condition rating 1} & - \mbox{ no repair is currently needed.} \end{array} \\ \mbox{The property must} \\ \mbox{be maintained in the normal way.} \end{array}$ 

#### NI - 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.

The surveyor does not report on the cost of any work to put right defects or make recommendations on how these repairs should be carried out. However, there is general advice in the 'What to do now' section at the end of the report.

#### Energy

The surveyor has not prepared the Energy Performance Certificate (EPC) as part of the RICS HomeBuyer Service for the property. If the surveyor has seen the current EPC, he or she will present the energy-efficiency and environmental impact ratings in this report. The surveyor does not check the ratings and cannot comment on their accuracy.

#### Issues for legal advisers

The surveyor does not act as 'the 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, check whether there is a warranty covering replacement windows).

This report has been prepared by a surveyor ('the Individual Surveyor') merely in his or her capacity as an employee or agent of a firm or 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 these. For his or her 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.

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## **Description (continued)**

In the case of sole practitioners, the surveyor may sign the report in his or her 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, having existed for some time and which cannot reasonably be changed.

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

#### The valuation

The surveyor gives an opinion on both the market value of the property and the reinstatement cost at the time of the inspection (see the 'Reinstatement cost' section).

#### Market value

'Market value' is the estimated amount for which an asset or liability should exchange on the valuation date 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'

When deciding on the Market Value, the surveyor also makes the following assumptions.

#### The materials, construction, services, fixtures and fittings, and so on

The surveyor assumes that:

- an inspection of those parts that 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 landfill
- the property is connected to, and has the right to use, the mains services mentioned in the report and
- the valuation does not take account of any furnishings, removable fittings and sales incentives of any description.

#### Legal matters

The surveyor assumes that:

- the property is sold with 'vacant possession' (your legal advisers can give you more information on this term)
- 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 all necessary planning and Building Regulations permissions (including permission to make alterations) have been obtained and any works undertaken comply with such permissions; and
- 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).

#### **Reinstatement cost**

Reinstatement cost is the cost of rebuilding an average home of the type and style inspected to its existing standard using modern materials and techniques and in line with current Building Regulations and other legal requirements. This includes the cost of rebuilding any garage, boundary or retaining walls and permanent outbuildings, and clearing the site. It also includes professional fees, but does not include VAT (except on fees).

The reinstatement cost helps you decide on the amount of buildings insurance cover you will need for the property.

#### Standard terms of engagement

- 1 The service the surveyor provides the standard RICS HomeBuyer (Survey & Valuation) Service ('the service') described in the 'Description of the RICS HomeBuyer (Survey & Valuation) Service', unless you and the surveyor agree 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:
  - · costing of repairs;
  - schedules of works;
  - supervision of works:
  - re-inspection;
  - detailed specific issue reports; and
- 2 The surveyor the service is to be provided by an AssocRICS, MRICS or FRICS member of the Royal Institution of Chartered Surveyors, who has the skills, knowledge and experience to survey, value and report on the property and is a member of the RICS Valuer Registration Scheme.
- 3 Before the inspection you tell the surveyor if there is already an agreed or proposed price for the property, and if you have any particular concerns (such as plans for extension) about the property.
- 4 Terms of payment you agree to pay the surveyor's fees and any other charges agreed in writing.
- 5 Before the inspection nothing in this clause 5 shall operate to exclude, limit or otherwise affect your rights to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015, or under any such other legislation as may from time to time be applicable. Entirely without prejudice to any other rights that you may have under any applicable legislation, you are entitled to cancel this contract in writing by giving notice to the surveyor's office at any time before the day of the inspection, and in any event within fourteen days of entering into this contract. Please note that where you have specifically requested that the surveyor provides services to you within fourteen days of entering into the contract, you will be responsible for fees and charges incurred by the surveyor up until the date of cancellation.
- 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.

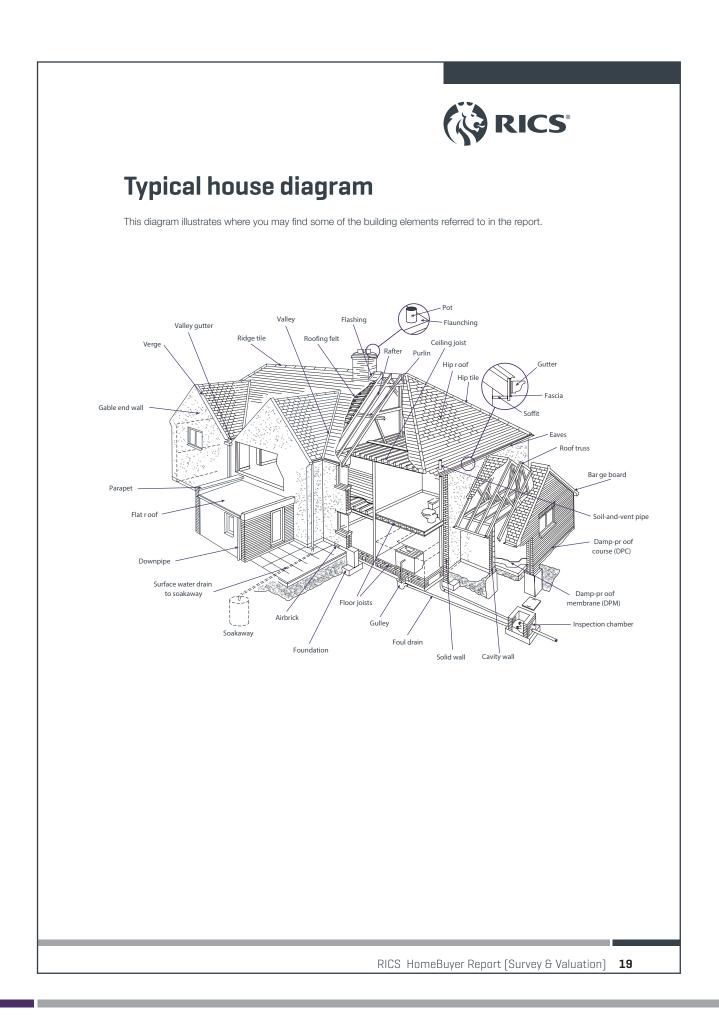
#### Complaints handling procedure

The surveyor will have a complaints handling procedure and will give you a copy if you ask. 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 that it be supplied.

#### Note: These terms form part of the contract between you and the surveyor.

This report is for use in England, Wales, Northern Ireland, Channel Islands and Isle of Man.

**18** RICS HomeBuyer Report (Survey & Valuation)



## Part D: Appendices

The following appendices include useful aides-memoires for surveyors. Appendix E also details the terms of the RICS HomeBuyer (Survey & Valuation) Service Copyright Licence Scheme. Any surveyor providing this service must hold a current copyright licence.

The appendices are:

- Appendix A: Definitions of the RICS HomeBuyer (Survey & Valuation) Service key terms
- Appendix B: The RICS HomeBuyer (Survey & Valuation) Service – the checklist of professional obligations
- Appendix C: Relevant RICS guidance sources
- Appendix D: The contract the checklist for each commission
- Appendix E: The RICS HomeBuyer (Survey & Valuation) Service Copyright Licence Scheme

## Appendix A: Definitions of the RICS HomeBuyer (Survey & Valuation) Service key terms

#### Accessible

Those parts of the property that are visible and readily available for inspection from ground and floor levels on the basis of non-invasive inspection, without risk of causing damage to the property

or injury to the surveyor (see DHS), or from a surveyor's ladder to a height of 3 metres above ground level or a firm level and safe surface.

#### Additional advice

A standard service defined in the DHS, which applies unless additional advice, in the form of extra services and/or advice, is agreed in writing before the inspection (see Part A, subsection 2.5).

#### **Condition ratings**

An assessment of the condition of elements of the building, the services and any garages or permanent outbuildings, and can be any of the following:

- Condition rating 3 defects that are serious and/or need to be repaired, replaced or investigated urgently.
- 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 not inspected.

#### **Contract letter**

A written statement to the client, which the surveyor must produce, specifying all the necessary facts and conditions (see Part A, section 3 and Appendix D).

#### Extra services

Information and/or advice that is outside the scope of the standard service, which can of course be provided, but requires a separate contract (see the DHS and Part A, subsection 2.6).

#### Inspection

A general surface examination of those parts of the property which are accessible (see the DHS). ('Accessible' is defined earlier in this appendix. See also Part A, subsection 2.4).

#### Market value

'The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion' (IVSC, 2013). (See also DHS and section K Valuation.)

#### Normal maintenance

Work of a recurring nature that certain building elements routinely require in order to preserve their integrity and functionality.

#### **Overall opinion**

The surveyor's conclusions, in brief, on whether or not the property is a reasonable proposition. The opinion takes no account of factors outside the scope of the HBS(S&V).

#### Report

The HBR(S&V), a standard format form in which the surveyor applies condition ratings to elements of the property. It focuses on matters which, in the opinion of the surveyor, need repair or replacement (see the DHS).

#### Service

The HBS(S&V), which aims to give clients considering buying a particular property the professional advice which will help them:

- make an informed decision on whether to go ahead with buying the property
- take account of any repairs or replacements the property needs, and
- consider what further advice the clients should take before committing to purchase the property.

The HBS(S&V) therefore covers the general condition of the property and particular features which may affect its future resale (see the DHS).

#### Serious defects

Those defects which compromise the structural integrity of the property and/or impair the intended function of the building element.

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#### **Urgent defects**

Defects which, if not repaired/remedied immediately, will cause structural failure or serious defects in other building elements and/or present a safety threat.

#### Valuation

The surveyor's opinion of both the Market Value of the property and the reinstatement cost (see DHS).

Always use	Always avoid
the property	the subject property
legal advisers	conveyancer/lawyer/solicitor
serious and urgent defects	significant or urgent matters

# Appendix B: The RICS HomeBuyer (Survey & Valuation) Service – the checklist of professional obligations

Acronyms	Full title
HBR(S&V)	RICS HomeBuyer (Survey & Valuation) Report
HBS(S&V)	RICS HomeBuyer (Survey & Valuation) Service
HSIS	RICS Home Surveys Information Sheet
LPA	Leasehold properties advice
PS	RICS HomeBuyer Report (Survey & Valuation) professional statement
STE	standard terms of engagement

Elements of the PS are listed in alphabetical order, and the PS references apply to the subsections in Part A.

Element	Description	PS ref
Additional advice	The HBS(S&V) may be extended only where the client requires some additional advice that does not materially alter the concept of the HBS(S&V).	2.5
Application	No departure from specified mandatory elements of the HBS(S&V) is permitted. It is mandatory to use specified forms, without variation.	2.2
Attachments to the contract letter	Items in 3.1 are to be provided before sending, or included with, the contract letter. The client's instructions to proceed are also a necessary attachment.	3.3
Before making a legal contract	Before accepting commission and giving legal commitment to provide service, it is essential the surveyor immediately gives the client the HSIS (or equivalent), DHS, STE and, where applicable, LPA and/or a list of any particular types of property the surveyor is not prepared to undertake.	3.1
Care and diligence	The surveyor must comply with the relevant valuation standards in the Red Book, PS, DHS and STE when fulfilling every HBS(S&V) commission. The surveyor must make a decision on whether or not to include particular items in the report and which are to be condition rated.	1.2
Client's further requirements	If the client wants additional advice or an extra service outside the DHS, surveyor must decide how to treat these and specify arrangements in the contract letter. A separate contract is essential for any extra service.	3.4
Client's understanding of the contract	The surveyor must assist the client in making the appropriate choice, based on a clear understanding of key elements of the HBS(S&V).	1.6
Competence and sufficient knowledge	The DHS demands an adequate level of competence in surveying the types of property for which service is suitable. The surveyor must also have sufficient knowledge of the area in which particular property is situated.	1.3/1.4
Contract letter	The surveyor must produce a written statement to the client specifying all necessary facts and other required conditions not specified in the STE.	3.2
Extra services	Extra services, outside the scope of the HBS[S&V], must be provided only as a completely separate service for which a separate contract is essential. They can be additional modules developed by RICS.	2.6
Focus and limitations of the service	Service priorities are assessing the general condition of property. Surveyor must not report defects outside of the specifications in the DHS.	2.4
Further investigations	The client is to be advised of further investigations only where the surveyor feels necessary conclusions cannot be reached with reasonable confidence.	2.7/4.5

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Obligatory copyright licence	Service name, format and content must only be used by an AssocRICS, MRICS or FRICS member of RICS, who must also hold a current HBS(S&V) copyright licence.	1.7
Type of property	The HBR[S&V] is suitable for residential properties that are conventional in type and construction and are apparently in reasonable condition.	2.3

## Appendix C: Relevant RICS guidance sources

Part A, subsection 1.1, in the PS requires that surveyors accepting instructions under the HBS(S&V) must fulfil such commissions in full compliance with all directly available material published by RICS. By way of example this includes the following.

#### **RICS Professional statements**

Under RICS Bye-law 19(5) and Conduct Regulation 5 it is the duty of every member to comply with the contents of RICS professional statements in the interest of maintaining the highest professional standards.

In addition, Professional statements are relevant to professional competence in that each surveyor should be up to date and should have informed him or herself of professional statements within a reasonable time of their promulgation. Professional statements are available as part of a subscription to isurv and can also be purchased from RICS.

Mandatory professional statements are the highest category of technical information produced by RICS. They are obligatory for all RICS members to follow when providing a service covered by such a standard.

These are often collectively referred to as professional statements, though there are some other instances of mandatory status standards which you will need to be aware of. More information about RICS guidance relevant to the HBR(S&V) can be found at www.rics.org/ homesurveys.

## Appendix D: The contract – the checklist for each commission

1 Before preparing and submitting the contract to the client:

- (a) the surveyor needs to be satisfied that the HBS(S&V) is appropriate:
- (b) for the client's requirements
- (c) for the property itself, and
- (d) the surveyor must ensure that the client is given full opportunity as soon as possible to study the key standard documents (see Part A, subsection 3.1), which are:
  - (i) HSIS, or the surveyor's own equivalent leaflet
  - (ii) DHS
  - (iii) STE (within the DHS), and
  - (iv) where applicable, details of the types of properties for which the surveyor is not prepared to provide the service.

2 The surveyor must produce a written statement to the client (the 'contract letter') specifying all the necessary facts and other required conditions which are not specified in the STE. These facts and conditions are:

 (a) the name and address of the client , and the address of the property to be inspected;

- (b) the proposed charge for the service, plus any exceptional charges to be incurred, together with the terms of payment;
- (c) a statement explaining that:
  - these charges will need to be revised if it is found, on arrival at the property, that it differs substantially from the description previously given to the surveyor, or
  - (ii) it is outside the surveyor's experience, or
  - (iii) it would be in a client's best interest to commission another level of survey (see HSIS)
- (d) a statement that the surveyor will not report until the signed 'instructions to proceed' have been received
- (e) disclosure of any material involvement or conflicting interest, or a statement that none exists
- (f) an agreement that the nature and source of any third party information that the client has requested is to be relied upon in the report
- (g) any cancellation rights (see 3.2.1)
- (h) any limitation of liability (see 3.2.2).

The surveyor is reminded that the 'mandatory' requirements of terms of engagement relating to valuations covered by the current edition of the Red Book apply to this service, and all details must be agreed with the client prior to the release of the report.

## Appendix E: The RICS HomeBuyer (Survey) Service Copyright Licence Scheme

The RICS HomeBuyer (Survey & Valuation) Service (HBS(S&V)) is a product developed and owned by RICS. Only AssocRICS, MRICS or FRICS members of RICS, in compliance with this PS, may apply for a copyright licence to deliver the HBS(S&V).

Surveyors will, on request, be required to provide copies of their format to RICS. For more information on delivery options, please visit www.rics.org/homesurveys.

An individual, a firm or a company wishing to reproduce the HBR(S&V) must purchase a copyright licence, which authorises the licensee to reproduce the service material for use in England, Wales, Northern Ireland, the Channel Islands and the Isle of Man. The material embraces the current report headings and descriptions, forms and documents provided to potential clients: HSIS, DHS and STE (within the DHS).

RICS recommends that reports should be presented to the client in the official RICS Home Surveys folder, which can be ordered via the copyright licence application form or online at www.rics.org/shop

For details of the copyright licence fees, please see the terms and conditions available online at www.rics.org/ homesurveys or contact Customer Services on +44 (0) 870 33 1600 (option 2), or via email at licence@rics.org.

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### **Confidence through professional standards**

RICS promotes and enforces the highest professional qualifications and standards in the development and management of land, real estate, construction and infrastructure. Our name promises the consistent delivery of standards – bringing confidence to the markets we serve.

We accredit 118,000 professionals and any individual or firm registered with RICS is subject to our quality assurance. Their expertise covers property, asset valuation and real estate management; the costing and leadership of construction projects; the development of infrastructure; and the management of natural resources, such as mining, farms and woodland. From environmental assessments and building controls to negotiating land rights in an emerging economy; if our members are involved the same professional standards and ethics apply. We believe that standards underpin effective markets. With up to seventy per cent of the world's wealth bound up in land and real estate, our sector is vital to economic development, helping to support stable, sustainable investment and growth around the globe.

With offices covering the major political and financial centres of the world, our market presence means we are ideally placed to influence policy and embed professional standards. We work at a cross-governmental level, delivering international standards that will support a safe and vibrant marketplace in land, real estate, construction and infrastructure, for the benefit of all.

We are proud of our reputation and we guard it fiercely, so clients who work with an RICS professional can have confidence in the quality and ethics of the services they receive.

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