Description of the RICS Building Survey Service

The service

The RICS Building Survey Service includes:

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

The surveyor who provides the RICS Building Survey Service aims to:

- help you make a reasoned and informed decision when purchasing the property, or when planning for repairs, maintenance or upgrading the property;
- provide detailed advice on condition;
- describe the identifiable risk of potential or hidden defects;
- where practicable and agreed, provide an estimate of costs for identified repairs; and
- make recommendations as to any further actions or advice which need to be obtained before committing to purchase.

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

The inspection

The surveyor carefully and thoroughly inspects the inside and outside of the main building and all permanent outbuildings, recording the construction and defects (both major and minor) that are evident. This inspection is intended to cover as much of the property as physically accessible. Where this is not possible an explanation is provided in the 'Limitations to inspection' box in the relevant sections of the report.

The surveyor does not force or open up the fabric without owner consent, or if there is a risk of causing personal injury or damage. This includes taking up fitted carpets, fitted floor coverings or floorboards, moving heavy furniture, removing the contents of cupboards, roof spaces, etc., removing secured panels and/or hatches or undoing electrical fittings. The under-floor areas are inspected where there is safe access.

If necessary, the surveyor carries out parts of the inspection when standing at ground level from adjoining public property where accessible. This means the extent of the inspection will depend on a range of individual circumstances at the time of inspection, and the surveyor judges each case on an individual basis.

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

The surveyor also carries out a desk-top study and makes oral enquiries for information about matters affecting the property.

Services to the property

Services are generally hidden within the construction of the property. This means that only the visible parts of the available services can be inspected, and the surveyor does not carry out specialist tests other than through their normal operation in everyday use. The visual inspection cannot assess the efficiency or safety of electrical, gas or other energy sources; the plumbing, heating or drainage installations (or whether they meet current regulations); or the internal condition of any chimney, boiler or other flue. Intermittent faults of services may not be apparent on the day of inspection.

Outside the property

The surveyor inspects the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use. To inspect these areas, the surveyor walks around the grounds and any neighbouring public property where access can be obtained. Where there are restrictions to access, these are reported and advice is given on any potential underlying risks that may require further investigation.

Buildings with swimming pools and sports facilities are treated as permanent outbuildings and therefore are inspected, but the surveyor does not report on the leisure facilities, such as the pool itself and its equipment internally and externally, landscaping and other facilities (for example, tennis courts and temporary outbuildings).

Flats

When inspecting flats, the surveyor assesses the general condition of outside surfaces of the building, as well as its access and communal areas (for example, shared hallways and staircases) and roof spaces, but only if they are accessible from within the property or communal areas. The surveyor also inspects (within the identifiable boundary of the flat) drains, lifts, fire alarms and security systems, although the surveyor does not carry out any specialist tests other than through their normal operation in everyday use.

Dangerous materials, contamination and environmental issues

The surveyor makes enquiries about contamination or other environmental dangers. If the surveyor suspects a problem, he or she recommends 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 results of 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 is aimed at providing you with a detailed understanding of the condition of the property to allow you to make an informed decision on serious or urgent repairs, and on maintenance of a wide range of issues reported. Purely cosmetic and minor maintenance defects that have no effect on performance might not be reported. The report is not a warranty.

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

A Introduction to the report
B About the inspection
C Overall assessment 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 Energy efficiency
L Surveyor's declaration

What to do now
Description of the RICS Building Survey 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 may report on the cost of any work to put right defects (where agreed), but does not 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 Building Survey Service for the property. If the surveyor has seen the current EPC, he or she will provide the Energy Efficiency Rating in this report, but will not check the rating and so cannot comment on its accuracy. Where possible and appropriate, the surveyor will include additional commentary on energy related matters for the property as a whole in the K Energy efficiency section of the report, but this is not a formal energy assessment of the building.

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).

The report has been prepared by a surveyor ('the Employee') on behalf of a firm or company of surveyors ('the Employer'). The statements and opinions expressed in the report are expressed on behalf of the Employer, who accepts full responsibility for these.

Without prejudice and separately to the above, the Employee will have no personal liability in respect of any statements and opinions contained in this report, which shall at all times remain the sole responsibility of the Employer to the exclusion of the Employee.

In the case of sole practitioners, the surveyor may produce the report in his or her own name unless the surveyor operates as a sole trader limited liability company.

To the extent that any part of this notification is a restriction of liability within the meaning of the *Unfair Contract Terms Act* 1977 it does not apply to death or personal injury resulting from negligence.

If the property is leasehold, the surveyor gives you general advice and details of questions you should ask your legal advisers. This general advice is given in the 'Leasehold properties advice' document.

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.

Standard terms of engagement

1 **The service** – the surveyor provides only the standard RICS Building Survey Service ('the service') described here, 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:

- plan drawing;
- schedules of works;
- re-inspection;
- detailed specific issue reports;
- market valuation and re-instatement cost; and
- negotiation.

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 and report on the property.

3 **Before the inspection** – this period forms an important part of the relationship between you and the surveyor. The surveyor will use reasonable endeavours to contact you regarding your particular concerns about the property and explain (where necessary) the extent and/or limitations of the inspection and report. The surveyor also carries out a desk-top study to understand the property better.

4 **Terms of payment** – you agree to pay the surveyor's fee and any other charges agreed in writing.

5 **Cancelling this contract** – you are entitled to cancel this contract by giving notice to the surveyor's office at any time before the day of the inspection. The surveyor does not provide the service (and reports this to you as soon as possible) if, after arriving at the property, the surveyor decides that:

(a) he or she lacks enough specialist knowledge of the method of construction used to build the property; or

(b) it would be in your best interests to have an RICS HomeBuyer Report or an RICS Condition Report, rather than the RICS Building Survey.

If you cancel this contract, the surveyor will refund any money you have paid for the service, except for any reasonable expenses. If the surveyor cancels this contract, he or she will explain the reason to you.

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 an RICS-compliant complaints handling procedure and will give you a copy if you ask.

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