

RICS  
**HomeBuyer Report** 

Property address

Client's name

Date of inspection

27<sup>th</sup> October 2016

# Contents

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- 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 Service  
Typical house diagram

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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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# A

## Introduction to the report

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This HomeBuyer Report is produced by an RICS surveyor who 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 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 Service' at the back of this report.

Surveyor's name Steven J M Butler MRICS

Surveyor's RICS number 0088538

Company name Steve Butler

Date of the inspection 27<sup>th</sup> October 2016 Report reference number

Related party disclosure None

Full address and postcode of the property

Weather conditions when the inspection took place It was fine during a settled period

The status of the property when the inspection took place Vacant but fully furnished. All floor surfaces were covered.

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.

<b>3</b>	Defects that are serious and/or need to be repaired, replaced or investigated urgently.
<b>2</b>	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.
<b>1</b>	No repair is currently needed. The property must be maintained in the normal way.
<b>NI</b>	Not inspected (see 'Important note' below).

The report covers matters that, in the surveyor's opinion, need to be dealt with or may affect the value of the property.

**Important note:** We carry out only a visual inspection. This means we do not take up carpets, floor coverings or floorboards, move furniture or remove the contents of cupboards. Also, we do not remove secured panels or undo electrical fittings.

We inspect roofs, chimneys and other surfaces on the outside of the building from ground level and, if necessary, from neighbouring public property and with the help of binoculars.

We inspect the roof structure from inside the roof space if there is access (although we do not move or lift insulation material, stored goods or other contents). We examine floor surfaces and under-floor spaces so far as there is access to these (although we do not move or lift furniture, floor coverings or other contents). We are not able to assess the condition of the inside of any chimney, boiler or other flues.

We note in our report if we are not able to check any parts of the property that the inspection would normally cover. If we are concerned 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 be carried out. Some maintenance and repairs we suggest may be expensive.



Please read the 'Description of the RICS HomeBuyer Service' (at the back of this report) for details of what is, and is not, inspected.

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 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

The property is a reasonable proposition for purchase provided that you are prepared to accept the cost and inconvenience of dealing with the matters raised in the report. No significant defects were noted.



Section of the report	Element number	Element name
E: Outside the property	N/A	There are no elements with this condition rating
F: Inside the property	N/A	There are no elements with this condition rating
G: Services	N/A	There are no elements with this condition rating
H: Grounds (part)	N/A	There are no elements with this condition rating



Section of the report	Element number	Element name
E: Outside the property	E3	Rainwater pipes and gutters
F: Inside the property	F7	Woodwork (for example, staircase and joinery)
G: Services	G1	Electricity
H: Grounds (part)	N/A	There are no elements with this condition rating



Section of the report	Element number	Element name	
E: Outside the property	E1	Chimney stacks	
	E2	Roof coverings	
	E4	Main walls	
	E5	Windows	
	E6	Outside doors (including patio doors)	
	E8	Other joinery and finishes	
	F: Inside the property	F1	Roof structure
		F2	Ceilings
F3		Walls and partitions	
F4		Floors	
F5		Fireplaces, chimney breasts and flues	
F6		Built-in fittings	
F8		Bathroom fittings	
G: Services		G2	Gas/oil
	G3	Water	
	G4	Heating	
	G5	Water heating	
	G6	Drainage	
	H: Grounds (Part)	H1	Garage
H2		Other	

Type of property

Approximate year the property was built

Approximate year the property was extended

Approximate year the property was converted

N/a

Information relevant to flats and maisonettes

N/a

### Accommodation

Floor	Living rooms	Bed-rooms	Bath or shower	Separate toilet	Kitchen	Utility room	Conservatory	Other	Name of other
Lower ground									
Ground	1				1			1	Porch
First		3	1						
Second									
Third									
Other									
Roof space									

### Construction

Brick faced walls with pitched concrete tile roof. Windows are PVCu framed with double glazing. The reception room and first floors are of suspended timber construction. There is extensive gas fired central heating.

## Energy

We have not prepared the Energy Performance Certificate (EPC). If we have seen the EPC, then we will present the ratings here. We have not checked these ratings and so cannot comment on their accuracy.

We are advised that the property's current energy performance, as recorded in the EPC, is:

Energy-efficiency rating

Environmental impact rating

## Mains services

The marked boxes show that the mains services are present

Gas                       Electricity                       Water                       Drainage

## Central heating

Gas                       Electric                       Solid fuel                       Oil                       None

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

## Grounds

## Location

## Facilities

## Local environment

## Limitations to inspection

There were no particular restrictions.

1 2 3 NI

E1 Chimney stacks	No significant defects noted.	1
E2 Roof coverings	No significant defects noted.	1
E3 Rainwater pipes and gutters	<p>The rear gutter undulates and is chipped.</p> <p>The front gutter feeds into a smaller gutter above the front door badly and should be improved to prevent spillage. Check this area and the downpipe carefully as it is suspected that water has penetrated into the lounge.</p>	2
E4 Main walls	<p>No significant defects noted.</p> <p>The front and rear walls may have cavities into which insulation can be injected. If important to you confirm before exchange of contracts.</p> <p>The entry wall is believed to be solid and may thus be relatively cold. This may cause condensation resulting in the damage to the decoration in the under stairs cupboard.</p> <p>A fracture of the lintel above the kitchen window should be repaired to ensure that water cannot enter and corroded the reinforcing steel.</p> <p>The earth at the front of the property is close to bridging the damp proof course and should be lowered 150mm.</p>	1
E5 Windows	No significant defects noted. A number of glazing units have misted due to moisture ingress.	1
E6 Outside doors (including patio doors)	No significant defects noted. The frame of the rear door requires repair to prevent serious decay setting in. The porch doors could not be tested as they were locked and there were no keys.	1
E7 Conservatory and porches	There is a porch. There were no keys to either of the doors and it could thus not be inspected.	NI
E8 Other joinery and finishes	No significant defects noted.	1
E9 Other	None noted.	NI

## Limitations to inspection

All floor surfaces were covered.

1 2 3 NI

F1  
Roof structure

No significant defects noted. A rodent or similar has gnawed the structure but there was no evidence that this is recent.

1

The structure is slightly undersized causing the faces of the roof to buckle slightly. This is not considered to be significant.

F2  
Ceilings

No significant defects noted.

1

There is a good level of insulation above the first floor ceilings.

The angles sections may not be insulated and may be cold and prone to condensation. It may be possible to push solid insulation into them but they should not be stuffed with loose insulation as it prevents ventilation.

F3  
Walls and partitions

No significant defects noted.

1

Loose wall paper in the lounge is likely to be due to condensation and water ingress near to the door.

Damage to the decoration in the under stairs cupboard is also likely to be due to condensation.

Walls were tested with a moisture meter and there was no evidence of significant damp problems. Slightly high readings in the kitchen skirting boards can probably be resolved by removing them and chopping out a small section of plaster so that it cannot absorb moisture from the juncture of the walls and floor.

The cause of the plaster damage on the stairs is not known but is not considered to be significant.

F4  
Floors

No significant defects noted.

1

The kitchen floor is uneven and is believed to have been crudely laid and possibly patch repaired. There was no evidence that it was damp.

Some planks are loose probably due to having been removed to lay pipes and wires. Check that they cannot cause an ankle injury.

The lounge floor had some vibration but there is no evidence that the joists are decayed or infested by beetles, although only an underfloor investigation can confirm.

It may be possible to insulate the bathroom floor by removing the entry ceiling panels.

Properties in the West Midlands area can have colliery shales in the floor sub structure. If these become wet due to for example a rising water table or severe water spillage a chemical reaction can cause the concrete floor slab to expand considerably and can cause considerable damage to the property.

Property insurance policies usually exclude damage by such chemical attack of the floor slab.

There was no evidence of such damage at the property.

You should thus obtain a report unless one is already in existence for peace of mind and in order that the property can easily be sold again.

F5 Fireplaces, chimney breasts and flues	No significant defects noted. If the use of the flue is important you have it tested before exchange of contracts. It would be preferable if the redundant bedroom flue was vented to help keep the interior dry and remove moisture from the property.	1
F6 Built-in fittings (built-in kitchen and other fittings, not including appliances)	No significant defects noted.	1
F7 Woodwork (for example, staircase and joinery)	No significant defects noted. The glazing panels in the rear porch door are a hazard and should be replaced with toughened glass.	2
F8 Bathroom fittings	No significant defects noted.	1
F9 Other	None noted.	NI

Services are generally hidden within the construction of the property. This means that we can only inspect the visible parts of the available services, and we do not carry out specialist tests. The visual inspection cannot assess the services to make sure they work efficiently and safely, and meet modern standards.

## Limitations to inspection

There were no particular restrictions.

1 2 3 NI

G1 Electricity	<p><i>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.</i></p>
	<p>Meter and the consumer unit are in the hall. <span style="float: right;">2</span></p> <p>Have the system tested before exchange of contracts as it is dated. Substandard matters include no RCD protection and limited socket provision.</p>
G2 Gas/oil	<p><i>Safety warning: All gas and oil appliances and equipment should regularly be 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 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.</i></p>
	<p>Meter and stop valve are in the hall. <span style="float: right;">1</span></p> <p>No significant defects were noted but due to the potential danger of gas have the pipes, flues and appliances tested before use.</p>
G3 Water	<p>The stop valve is in the kitchen. Ensure that you can operate it in an emergency as it is obstructed by the adjacent wall. <span style="float: right;">1</span></p>
G4 Heating	<p>There is a relatively modern boiler and a number of radiators. No significant defects noted but the boiler should be tested before exchange of contracts unless seen in operation and having a satisfactory service record. <span style="float: right;">1</span></p>
G5 Water heating	<p>From the boiler directly. No significant defects were noted but unless seen in operation and having a satisfactory service record have the system tested before exchange of contracts. <span style="float: right;">1</span></p>
G6 Drainage	<p>No significant defects noted to the above ground drainage. <span style="float: right;">1</span></p> <p>One inspection cover was opened. No significant defects noted.</p>
G7 Common services	<p>Drains are may be shared. Such sections are likely to be the responsibility of the water company to maintain. <span style="float: right;">NI</span></p>

### Limitations to inspection

There were no particular restrictions.

1 2 3 NI

H1  
Garage

None noted.

1

H2  
Other

There are no outbuildings.

1

H3  
General

No significant defects noted. There may be a fox earth in the rear garden.  
The foxes may be a nuisance and a danger to small animals or children.

We do not act as 'the legal adviser' and will not comment on any legal documents. However, if during the inspection we identify issues that your legal advisers may need to investigate further, we may refer to these in the report (for example, check whether there is a warranty covering replacement windows).

I1 Regulation	No significant breaches noted.
I2 Guarantees	None known.
I3 Other matters	Drains may be shared. Party walls.

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.

J1 Risks to the building	No significant risks noted.
J2 Risks to the grounds	No significant risks noted.
J3 Risks to people	Glazing panels. The entry ceiling panels are likely to contain asbestos. Simple precautions such as wearing a mask and not unnecessarily damaging the panels should be taken if disturbing them.
J4 Other	No significant risks noted.

**In my opinion the Market Value on**  **as inspected was:**

(amount in words)

Tenure

Area of property (sq m)

**In my opinion the current reinstatement cost of the property (see note below) is:**

(amount in words)

In arriving at my valuation, I made the following assumptions.

With regard to the materials, construction, services, fixtures and fittings, and so on I have assumed that:

- an inspection of those parts that I could not inspect would not identify significant defects or a cause to alter the valuation;
- 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 or sales incentives.

With regard to legal matters I have assumed 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 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 permissions and Building Regulations consents (including consents for alterations) have been obtained and complied with; 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).

**Any additional assumptions relating to the valuation**

Your legal advisers, and other people who carry out property conveyancing, should be familiar with these assumptions and are responsible for checking those concerning legal matters.

My opinion of the Market Value shown here could be affected by the outcome of the enquiries by your legal advisers (section I) and/or any further investigations and quotations for repairs or replacements. The valuation assumes that your legal advisers will receive satisfactory replies to their enquiries about any assumptions in the report.

**Other considerations affecting value**

**Note:** You can find information about the assumptions I have made in calculating this reinstatement cost in the 'Description of the RICS HomeBuyer Service' provided. 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 by acting in line with current Building Regulations and other legal requirements. This will help you decide on the amount of buildings insurance cover you will need for the property.

**"I confirm that I have inspected the property and prepared this report, and the Market Value given in this report."**

Signature

Surveyor's RICS number  Qualifications

For and on behalf of

Company

Address

Town  County

Postcode  Phone number

Website  Fax number

Email

Property address

Client's name  Date this report was produced

#### **RICS disclaimers**

1. This report has been prepared by a surveyor ('the Employee') on behalf of a firm of surveyors ('the Employer'). The statements and opinions expressed in this 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 responsibility 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 sign 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.

2. This document is issued in blank form by the Royal Institution of Chartered Surveyors (RICS) and is available only to parties who have signed a licence agreement with RICS.

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Please read the 'Description of the RICS HomeBuyer Service' (at the back of this report) for details of what is, and is not, inspected.

## 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, part 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.

## The service

### The RICS HomeBuyer 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 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 ground level (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* 2006. 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
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- H Grounds (including shared areas for flats)
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- J Risks
- K Valuation
- L Surveyor's declaration
  - What to do now
  - Description of the RICS HomeBuyer 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 and 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).

Continued...

## 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 a property should exchange, on the date of the valuation between a willing buyer and a willing seller, in an arm's length transaction after the property was properly marketed 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 or cause the surveyor to alter the valuation;
- 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 Service ('the service') described in the 'Description of the RICS HomeBuyer 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.
- 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** – 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 a building survey and a valuation, rather than the RICS HomeBuyer Service.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 any 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.

### 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.

This diagram illustrates where you may find some of the building elements referred to in the report.

