

Description of the RICS HomeBuyer [Survey] Service [as amended for Martin Goode MRICS]

The service

The RICS HomeBuyer (Survey) Service includes:

- an **inspection** of the property (see 'The inspection')
- a **report** based on the inspection (see 'The report').

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

- 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 you should take before committing to purchase the property.

The service is not an insurance contract and you should be aware that defects can become apparent after the inspection for which there was no evidence at the time of the inspection and the surveyor cannot take responsibility for such defects occurring after the inspection

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. The surveyor does not enter roof voids more than 3 metres above a solid floor, where insulation hides the joists, where the hatch is glazed or above a stairwell

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 (including shared areas for flats)
- I Issues for your legal advisers
- J Risks
- K Surveyor's declaration
 - What to do now
 - Description of the RICS HomeBuyer (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 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.

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.

Standard terms of engagement

- 1 The service** – the surveyor provides the standard RICS HomeBuyer (Survey) Service ('the service') described in the 'Description of the RICS HomeBuyer (Survey) 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; and
 - detailed specific issue reports.
- 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** – you tell the surveyor 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.

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.

Addendum to RICS Home Surveys

Standard terms of engagement

This addendum highlights important amendments to the *Standard terms of engagement*, held within the *Description of Service* for all products in the RICS Home Surveys suite.

The correct documents for each Report can be found here:

- Condition Report
- HomeBuyer Report
- Building Survey

1 Standard terms of engagement

Clause 5 of the Standard terms of engagement now reads as follows:

“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.”

Reason for this change

This paragraph has been updated to reflect changes in legislation. The *Consumer Contracts Regulations 2013* introduced “cooling off” periods for certain types of contracts for services, entered into between a trader and a consumer, where the contract is entered into other than at the business premises of the trader. These are likely to be “distance” or “off premises” contracts (as opposed to “on premises”), and broadly speaking should carry a fourteen day cancellation period.

Control of Asbestos Regulations

The *Control of Asbestos Regulations 2006* have been superseded by the *Control of Asbestos Regulations 2012* and the Description of service has been updated to reflect this.

2 Leasehold properties advice

The unexpired term of lease assumption in the Leasehold properties advice document has been changed from 70 years to 85 years.

The updated document can be found here.
