

COBB MANAGEMENT LIMITED

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Terms of Engagement Full Building Survey (Level 3)

These are the Terms and Conditions upon which we will undertake the Survey. They form part of the contract between 'you' and 'us' and should be read in conjunction with the initial instruction email or letter which also forms part of the contract.

The service

The Level 3 Survey Service includes:

- A thorough inspection of the property (see 'The Inspection'); and
- A detailed report based on the inspection (see 'The Report').

The Level 3 Survey 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 the condition;
- Describe the identifiable risk of potential or hidden defects;
- Where practicable and agreed, provide an estimate of costs for identified repairs;
- Provide a schedule of main items requiring repairs, urgent items and future maintenance;
- Make recommendations as to any further actions or advice which need to be obtained before committing to purchase; and
- Provide a list of issues for your legal adviser to investigate.

The report will be illustrated with photographs and/or sketches where appropriate.

The level 3 Survey does not include a valuation. However, this can be provided where one is specifically requested as an extra service. Additional fees will apply.

What you must do

Before the inspection, you should inform the surveyor of any particular concerns or questions which you might have about the property and also provide any additional instructions. The contract is not altered by any additional requests to the standard service.

Any additional/extra services will require separate terms of engagement to be entered into with the surveyor and must be agreed in writing before the inspection (see Standard terms of engagement at the end of this document).

The inspection

The surveyor will follow the RICS and Health and Safety Executive guidance on surveying safely.

The inspection is undertaken in accordance with RICS guidance notes for a level 3 survey as interpreted by the surveyor.

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 of the Inspection' section.

The Surveyor undertakes what he/she considers reasonable as a visitor to the property. The surveyor cannot therefore undertake inspection without permission where it would cause damage. There is therefore a risk of defects coming to light in places not inspected.

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. The surveyor will not walk on flat roofs.

The surveyor will not be able to comment on defects covered up by refurbishment work, although he/she will comment on standards of workmanship where appropriate.

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 ground (outside) or floor surfaces (inside) if it is safe to do so.

Particular noise and disturbance affecting the property will only be noted if it is significant at the time of inspection.

The surveyor also carries out a desk-top study and makes verbal enquires for inspection about matters affecting the property.

Services to the property

We are not qualified as Gas Safe or electrical engineers and 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. 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.

The Client is advised that, particularly in the case of large blocks, the object of the inspection is to give guidance on the general standard of construction and maintenance, pointing out those items which will require attention and not to list those minor points which would normally be taken care of in the course of routine maintenance.

Many flats form part of large developments consisting of several blocks. In such cases, the surveyor will inspect only the relevant part of the block in which the flat is situated.

Dangerous materials, contamination and environmental issues

The surveyor will make limited enquires 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 instruction.

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 surveyor will not carry out a detailed botanical survey (for example looking for hidden Japanese Knotweed) and will recommend further investigation where appropriate.

The report

The report is prepared in accordance with RICS guidance notes for a level 3 survey as interpreted by the surveyor.

The surveyor produces a report of the results of the inspection, including photographs and sketches, where appropriate. The report is for you to use and the surveyor cannot accept liability if it used by anyone else, including any Lender. 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 any informed decision on 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. This report is not a warranty.

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

- 1: Introduction
- 2: External Building Inspection
- 3: Internal Building Inspection
- 4: Services
- 5: Inspection of Grounds
- 6: Health & Safety
- 7: Matters Requiring Attention
- 8: Other Matters
- 9: Valuation (if instructed separately)
- 10: Signature
- 11 Appendices

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 works to put right defects (where agreed), but does not make recommendations on how these repairs should be carried out.

The report will be sent by email unless requested. An additional fee of £15.00 (Incl.) will be added to the agreed fee for each hard copy posted.

The report must not be reproduced, in whole or part, without the prior written consent of the surveyor.

Energy

The surveyor has not prepared the Energy Performance Certificate (EPC) as part of

the Level 3 service for the property. Where the surveyor has seen the current EPC, he/she 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, 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, whether there is a warranty covering replacement windows).

The surveyor will assume that the property is not subject to any unusual or onerous restrictions or covenants.

The surveyor will assume that all necessary Statutory National and Local consents have been obtained. The surveyor may not determine if alternations and/or extensions have been undertaken and if so, whether they comply. The client and legal advisers should make all necessary enquires.

The Surveyor will assume that the property is unaffected by any matters which would be revealed by a Local Search and replies to the usual enquiries, or by a Statutory Notice, and that neither the property, nor its condition, its use, or its intended use, is or will be unlawful.

Where the client asks the surveyor to comment on improvements, he/she will not advise on the requirements for statutory approval. This is for the local authority planning and building regulation departments.

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 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 times remain the sole responsibility of the Employer to the exclusion of the Employee.

In the case of consulting sole practitioners, the surveyor may produce the report in his or her own name/company name.

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 ‘RICS Leasehold properties advice’ document.

Hazards

This section summarises defects and issues that present a risk to the buildings or grounds, or a safety risk to people. These may have been reported 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.

Standard terms of engagement

1. **The service** - the surveyor provides only the standard Level 3 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 or works;
 - re-inspection;
 - detailed specific issues reports;
 - market valuation; 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 in writing.
5. **Cancelling this contract** - you are entitled to cancel this contract by giving notice to the surveyor's office by close of business on the day before the inspection. The surveyor does not provide the service (and report this to you as soon as possible) if, after arriving at the property, the surveyor decides that:
 - (i) he or she lacks enough specialist knowledge of the method of construction used to build the property; or
 - (ii) it would be in your best interest to have a RICS HomeBuyer Report or an RICS Condition Report rather than a Level 3 Survey.If you cancel this contract, the surveyor will refund any money you have paid for the service except for any reasonable expense. If the surveyor cancels this contract, he or she will explain the reason to you.

Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 we are required to offer a 'cooling off' period of 14 days. However, if you require our services within this period, you must confirm your express instructions to:

 - Authorise Cob Management Ltd to proceed with the service prior to the end of the 'cooling off' period.

and

 - Acknowledge that once those services have been completed, your right to cancel during the 'cooling off' period will be lost.
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

We have an internal complaints handling procedure, details on request. We are a company regulated by the RICS and may use the Surveyors Ombudsman service.