

**STANDARD ISVA TERMS AND CONDITIONS FOR
ISVA HomeSurvey Reports
(Level 2 Survey)**

The survey will be carried out by a member of the Independent Surveyors' and Valuers Association (ISVA) who is an experienced chartered surveyor and/or has met a standard of competency approved by ISVA and is licensed by the Association to use the product. It is only suitable for properties located in England or Wales.

This document forms the basis of an agreement between you and your surveyor and is designed make you aware of what the surveyor will and will not do, when carrying out an ISVA HomeSurvey. It also outlines some of the assumptions that he or she will make in the report. **If there are any points that you do not understand or would like to clarify, it is important that you contact your surveyor before confirming your instructions.**

THE REPORT FORMAT

The HomeSurvey is a concise survey report that will include advice on the general condition of the property - although it is not as detailed as a Building Survey. This survey is broadly equivalent to an 'RICS Survey Level 2' service, which is described in the accompanying leaflet, 'Choosing Between Survey Types'. The report format is divided into numbered sections and will comment upon those major defects and shortcomings that might affect your decision to purchase. Close to the beginning, the report includes the "Surveyor's Overall Opinion", which is a general overview of the property. At the end, the "Summary of Condition and Recommendations" brings together the most important findings under three headings:

Urgent Repairs: These are matters that in the opinion of the surveyor should be remedied as soon as possible after you have completed the purchase of the property.

Matters Requiring Further Investigation: These are matters that in the opinion of the surveyor will require further investigation before you make a legal commitment to the purchase.

Maintenance Issues: These are items that in the opinion of the surveyor do not have an immediate impact on the performance of the building but which may prove to be a significant future liability and which could affect purchase negotiations, in the surveyor's opinion.

SUITABILITY OF THE PROPERTY

The ISVA HomeSurvey is suitable for most properties of traditional construction and design but it may not be suitable for very old and/or large properties, those of a non-traditional design and construction or properties that have been substantially altered or extended. A Building Survey would involve a longer, more detailed inspection and would provide a more comprehensive report. If you are in doubt as to which survey type is the most suitable, you should discuss this with your surveyor before confirming your instructions.

THE SURVEYOR'S LIABILITY

The report is confidential to you and your immediate professional advisers. No liability to third parties can be accepted under any circumstances. Furthermore, the report is not to be used for the purposes of obtaining mortgage funding or loans. The report may not be published or reproduced in any way without the prior written approval of the surveyor.

Before a legal commitment is made to purchase the property (i.e. before you exchange contracts) you must obtain quotations for any remedial works recommended by the surveyor and must take any other action recommended in the report. Any verbal or other information given by the Surveyor before you receive the full report should not be construed as a representation or warranty and should not be acted upon. If you decide to exchange contracts before you receive the full, written report, you will do so at your own risk and must accept any future consequences.

THE SCOPE OF THE SURVEY.

The survey demands a sensitive and practical approach in order to limit intrusion to what is reasonable and to avoid causing damage for which the surveyor might become liable. Consequently, the surveyor will not move large or heavy items of furniture, or lift fitted floor coverings, will not take up floorboards and will not move/remove stored items from cupboards or roof voids. The surveyor will not make holes in walls or internal plaster and will not open up hatches that are fixed with screws, seized or sealed with paint. Within the scope of the ISVA HomeSurvey, no comments will be made in respect of any parts of the property that cannot reasonably be inspected or where inspection would put the surveyor at risk of personal injury. Any particular difficulties or restrictions in carrying out the survey will be referred-to in the report. Where the surveyor is unable to reach a conclusion with reasonable confidence, a recommendation for further investigation may be necessary.

The surveyor WILL:

- Undertake a general, surface inspection of those parts of the property that are *reasonably accessible*. In this context, *reasonably accessible* means visible and readily available for inspection from ground and upper floor levels, without endangering the safety of the surveyor and without damaging the property. Roof spaces of houses and bungalows and flat roofs will be inspected, if safe and ready access is possible, using a three-metre surveyor's ladder. In recent years, the lofts of many homes have been insulated using thick insulation material. Usually, it is not safe to walk on the ceiling joists when this material is in place and it may therefore restrict inspection of the roof space, as a result.
- Inspect the exterior of the building from ground level; both from within the boundaries of the property and from any immediately adjacent public areas, using binoculars and, where necessary, with the use of a three-metre ladder. The interior will be inspected within the limitations referred to later in this document.
- Attempt to open a sample of the windows and doors (assuming keys are available to any locks). For example, this might include one on each side of the dwelling or one of each window or door type, where there is a variety.
- Lift drainage standard, lightweight manhole covers, where these are readily accessible and where it is safe and possible to do so without the use of specialist lifting equipment and without causing damage or risking injury. Covers fixed with screws or bolts will not be lifted. See also the notes relating to flats, below.
- Inspect and provide general comments on the visible parts of the gas, electrical, heating, water and drainage installations, including water storage tanks and boilers where it is reasonable and practicable to do so. However, the surveyor will not test the service installations, gas appliances, stoves, fireplaces, kitchen appliances, etc. however and will not confirm whether they are serviceable or compliant with the relevant Regulations. If the surveyor identifies or suspects an obvious problem or defect, however, advice will be given as to what action should be taken.
- Inspect paths, drives, fences, walls (including earth-retaining walls) etc., and permanent outbuildings such as garages. Comments will be made in relation to any trees or plants that might adversely impact upon the property.

The Surveyor WILL NOT:

- **Open up** or inspect parts of the building that are covered, unexposed or inaccessible such as sub-floor voids and the surveyor will not remove or disturb insulating material within the roof void.
- **Raise fitted or fixed-down floor coverings.**
- **Test the services** (including the electrical, gas, heating, water and drainage systems, kitchen appliances, etc).
- **Carry out excavations** to expose foundations or open-up wall cavities and expose cavity wall ties.
- **Examine temporary structures or leisure facilities** such as sheds, greenhouses and swimming pools or other garden features unless specific alternative instructions are given by the client, in writing.
- **Test fireplaces, fires or the internal parts of chimney flues** or flue liners, unless specifically stated in the report.
- **Make enquiries** concerning mining, land stability, contamination and other environmental issues. If the surveyor suspects there to be an issue, further enquiries will be recommended.
- **Carry out tests** for radon or other naturally occurring gases.
- **Carry out an asbestos survey** and will not be acting as an asbestos inspector within the meaning of The Control of Asbestos in the Workplace Regulations 2012, SI 2012 No. 632. Advice on asbestos is beyond the scope of the ISVA Home Survey but if the surveyor believes that Asbestos Containing Materials may be present in the property, this will be reported and advice given as to what action should be taken. In the case of flats, it will be assumed that there is a 'Dutyholder', as defined in the Regulations and that a Register of Asbestos and an effective Management Plan are in place, which do not require any immediate expenditure, and that the materials do not pose a significant risk to health. No enquiries of the Dutyholder will be made.

- **Verify compliance** with Building Regulations, Town and Country Planning Acts or regulations concerning Conservation Areas and Listed Buildings, unless specifically instructed in writing to do so.

FLATS.

In the case of flats, only those parts of the exterior of the building which contain the subject flat or which are immediately above, below or adjacent will be inspected. General comments only will be given in respect of the block as a whole.

Unless otherwise agreed by the surveyor, a roof space will only be inspected if this is safely and readily accessible from a hatch that is inside the subject flat.

General comments will be made in respect of any common areas such as staircases and hallways but only where they are used to obtain access to the subject flat. Communal services such as lifts, drains, security/fire alarm systems, lighting and heating will not be tested. Unless otherwise stated in the report, drainage inspection covers will not be lifted. Shared leisure facilities such as swimming pools, tennis courts will be noted but will not be reported upon.

YOUR LEGAL ADVISER'S DUTIES

In addition to his/her other duties, it will be the responsibility of your legal adviser to:

- Confirm the type of tenure and to verify whether there are any onerous or restrictive covenants.
- Check that Building Control Approvals and Planning Permissions have been obtained in relation to any alterations, extensions, etc.
- Obtain an environmental search
- In the case of flats, to make the necessary enquiries of the freeholder or Management Company, if any, to confirm the length of the lease, the amount of any ground rent and service charge and to identify all services included in the service charge (e.g. external maintenance, cleaning of communal areas, buildings insurance, management fees etc.).

- In the case of flats, to make enquiries of the freeholder or Building Managers, to confirm whether any works are proposed, towards which you will be required to make a financial contribution.
- In the case of flats, to provide legal advice on and interpretation of the lease.

THE SURVEYOR'S ASSUMPTIONS

Unless otherwise stated in the report, the surveyor will assume that:

- No significant defects would be revealed by later exposure/inspection of those areas that could not be inspected.
- No hazardous materials or building techniques have been employed in the construction of the property (or in subsequent alterations), such as high alumina cement concrete, calcium chloride additives, asbestos or other potentially deleterious material such as meta-sedimentary aggregates and mundic.
- There is no contamination in or from the ground and that the ground is not land-filled or subject to slippage.
- Furnishings and removable fittings are to be excluded from any valuation given.
- The property is not being sold with sales incentives of any kind.
- The use or proposed use of the property is lawful.
- The property is not subject to any particularly onerous or unusual restrictions or any matters that might be revealed by the usual legal enquiries.
- All necessary planning permissions, building control and other approvals have been obtained and complied with, in relation to the property and alterations, extensions, etc.
- The property has the right to use the mains services, on normal terms.
- The roads and sewers serving the property are adopted by the local authority.
- Buildings insurance is available on standard terms.

IN RELATION TO FLATS, THE SURVEYOR WILL ALSO ASSUME THAT:

- Where there are six or more flats in the building, the property is professionally managed by the freeholder or by a managing agent.
- The lease has at least 70 years still to run.
- All the leases are the same in all important respects, if there is more than one leaseholder.
- The lease provides rights of access over all communal roadways, corridors, stairways etc; as well as rights to use any communal grounds, parking areas, and other facilities.
- The building is comprehensively insured on a block policy and that the sum insured has been calculated by a Chartered Quantity Surveyor (or other suitably qualified person).
- There are no onerous terms in the lease that might affect the value of the property - and that the ground rent is small.
- There are no ongoing disputes, claims or lawsuits between the building managers, freeholder or leaseholders, which could affect your future use and enjoyment of the property, its saleability or the smooth running of the development.
- The costs of repairs to the building are shared among the lessees on an equitable basis.

IT WILL BE YOUR RESPONSIBILITY TO LIAISE WITH YOUR LEGAL ADVISER AND TO NOTIFY THE SURVEYOR OF ANY MATERIAL FACTS THAT CONFLICT WITH ANY ASSUMPTIONS MADE HERE OR IN THE REPORT, PRIOR TO MAKING A LEGAL COMMITMENT TO THE PURCHASE. SUCH MATTERS MIGHT HAVE AN ADVERSE EFFECT ON ANY VALUATION GIVEN OR ON FUTURE SALEABILITY.

ADDITIONAL SERVICES (if requested and agreed):

VALUATION

If a valuation is to be provided, this will be on the basis of 'Market Value' in existing condition and, unless otherwise stated, will assume that full vacant possession is provided. The Date of Valuation will be the date of the surveyor's inspection, unless otherwise agreed with the client. Currently, Market Value is defined as: *'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 where the parties had each acted knowledgeably, prudently and without compulsion'. The Surveyor will confirm separately the basis on which the valuation is to be carried out.

RE-INSTATEMENT COST FOR BUILDING INSURANCE PURPOSES

If this service is provided, it will provide an indication of the cost of rebuilding an average home of the type inspected to its existing standard, using modern materials and techniques and in accordance with current Building Regulations and other statutory requirements. The sum will include site clearance and professional fees but will exclude VAT (except on fees). The figure will also exclude leisure facilities such as swimming pools, etc.

COLLIER STEVENS GENERAL TERMS OF BUSINESS FOR ISVA HOME SURVEYS

1. The report on the subject property will be addressed to our clients or the individual who commissioned the survey and will be confidential. Any liability arising out of the reports contents will be specifically limited to our client. The report should not be relied upon by third parties without our express written consent.
2. Whilst every reasonable effort will be made to carry out the inspection at the date/time advised, we cannot be held liable for any losses caused by matters outside our control, including, but not exclusively:- surveyor illness, traffic/vehicle delay/breakdown, extreme weather conditions or vendor unavailability.
3. It is not our policy to make any verbal report as to our findings prior to the sending of our written report. Our client should await our full written report prior to entering into any agreements regarding the subject property. Our client must not rely upon any summary report which may be provided at your request.
4. Our report is not a guarantee that the property is free from defects other than those mentioned in the report, nor is it an insurance policy against present, future, and inherent defects.
5. Our report will not include a market valuation.

6. We shall survey within the guidelines of the Royal Institution of Chartered Surveyors publication "Surveying Safely".
7. We shall not report upon or identify the type or species of any plant within the grounds except for noting trees where these may affect the stability of the main structure. If our client is concerned about the presence of invasive or controlled plant types and species then a specialist horticultural survey should be additionally arranged.
8. We shall not advise upon the condition and type of solar panels, wind turbines, feed in tariff arrangements or other alternative power sources.
9. We shall in all usual cases allow sufficient time to complete our inspection. In certain cases, primarily properties offered to auction where there may be limited or restricted viewing times available. In such instances we shall prioritise our inspection such that matters affecting the structure of the property are inspected within the time available, other less important issues may not be reported upon and these will be drawn to the attention of our client.
10. It is assumed when arranging and undertaking an inspection that all areas are accessible and keys available. Should we be unable to inspect areas because they are secured and access has not been provided then we shall exclude these from our survey. Should we need to revisit to inspect these areas then we shall charge additionally for this at our standard hourly rate.
11. Where building works are in progress or incomplete we shall not provide as part of our survey confirmation that completed elements comply with building regulation approvals or the advice of the building inspector under building notice or planning consents. Our client is advised to personally consult the planning department and building control department of the relevant local authority in this regard.
12. We will not comment upon lease arrangements or other title documents as we will assume that your Solicitor will be giving advice in this regard. We will not identify any easements or rights of way and assume that this will form part of your solicitor's advice. We will not provide detailed advice regarding apparent boundary errors or inconsistencies.

13. We try very hard to ensure that problems do not arise. In accordance with RICS requirements we have a Complaints Handling procedure. Should you wish to make a complaint you should in the first instance contact the practice principal who will make a copy of the Complaints Procedure available to you.
14. If we are found to be negligent in providing any of the services under this contract, the measure of damages for and limit of any liability will be diminution of property value as at the date of the report.
15. Our quoted fee is inclusive of all travelling expenses and other charges and is for a ISVA Home Survey only, and allows for a single visit to the subject property only. Unless otherwise noted our fees are quoted exclusive of VAT at the prevailing rate. Additional visits to a property at your request will be charged at our standard hourly rate.
16. Unless otherwise agreed, fees for further investigations, follow-up advice and/or other Surveying services are charged at the current rate per hour plus expenses and VAT and will be subject to a further invoice which shall be payable within 14 days of date on invoice.
17. Our invoices may be settled by BACS or online bank transfer. If making payment by this method please use Collier Stevens - NatWest Acct No. 12501042, Sort Code 60 07 37
18. A copy of the report will be sent to our client as a PDF Document by email unless our client specifically requests a hard copy.
19. Where the property to be inspected is substantially different either in size or value to that quoted for we reserve the right to charge an additional fee on a pro rata basis.
20. We reserve the right to charge the agreed fee for surveys cancelled less than 24 hours before the pre-arranged time of inspection.

21. Please note that we, Collier Stevens, are processing your personal data (limited to your name, address[es] and other relevant contact information provided to us by you (the “Data”)) for the sole purpose of fulfilling the contracts for which we have been appointed. The Data is not, and will not be, shared externally. We may use the data to contact you and advise you of our other services, you may ask us not to use the data for this purpose. You have the right to request a copy of the Data, request its amendment if erroneous and request its deletion (subject to our contractual obligations being concluded, liability periods having expired under applicable law). You also have the right to object to its processing and the right to lodge a complaint with the Information Commissioner’s Office.
22. Upon completion of our work your file will be archived for six years prior to secure destruction, if you would like to retain any part of your file beyond this time you must contact us at least six months beforehand. If we need to retrieve your file whilst it is archived we do not normally make a charge for this if it is related to new or ongoing instructions., we reserve the right to make a retrieval charge if the file needs to be recovered at your request for any other purpose.

Collier Stevens June 2018

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