

## Mi Home Buyer Survey

The Terms of Engagement relevant to this Mi Home Buyer Survey are indicated below, both briefly and more comprehensively.

It is important that you are aware of the nature of the service you are commissioning to ensure that you are fully satisfied with the end result.

Please read the terms and confirm your acceptance by returning a signed copy.

### Key Points Summary:-

This product:-

- ❖ Is a full and thorough visual inspection of the property
- ❖ Does not include an indication of market valuation, rebuild or repair costs
- ❖ Is a non-invasive inspection - it will inspect areas normally opened or used by occupants
- ❖ Advises on existing defects.
- ❖ Is not an asbestos survey
- ❖ Does not test services but observes them in normal operation where possible
- ❖ Will be delivered in PDF format by email
- ❖ Is not a form of guarantee or warranty

\*\*\*\*\*

### Full Terms of Engagement

#### Introduction

You, referred to below as "the Client", have commissioned a qualified Surveyor to undertake a Mi Home Buyer Survey inspection on your behalf. The Client may be one or more specified individuals.

Before undertaking the inspection and preparing the report on your behalf, you should understand the terms under which the report is prepared so that you are clear as to exactly what level of service you are buying and to avoid any misunderstanding later.

**The brief terms of the report are indicated above and set out in more detail below.**

**Please read them carefully.**

The report is for the private and confidential use of the Client named in the report and for whom the survey is undertaken and for the use of their professional advisors, and should not be reproduced in whole or in part or relied upon by Third Parties for any purpose without the express written authority of the Surveyor.

The Surveyor, will provide an objective opinion about the condition of the property which you, as the buyer, will be able to rely on and use. However, if you decide not to act on the advice in the report, you do so at your own risk.

**This service does not include an assessment of the market value of the property or of likely repair or rebuilding costs.**

The client(s) agrees to pay the Surveyor the agreed fee, together with any VAT and other agreed disbursements, in full, according to the terms agreed with the Surveyor.

#### What the report tells you;

The report:

- ❖ Describes the construction of the property and the history of its' development as far as could be ascertained.
- ❖ Tells you about the condition of the property **on the date it was inspected**
- ❖ Describes any significant defects that were found
- ❖ Informs on areas that could not be inspected
- ❖ Informs whether more enquiries or investigations are needed
- ❖ Helps you make a reasoned and informed decision when purchasing the property

The report's main aim is to tell you about any defects that need urgent attention or are serious. It also tells you about things that need further investigations to prevent damage to the structure of the building.

The report assumes that you are aware that minor day-to-day damage and wear is evident in any property and does not list these individually.

The report assumes that you would undertake tasks considered as "normal maintenance" and does not list these issues individually.

### **Consumer Contracts Regulations 2013**

The Consumer Contracts Regulations 2013 gives you, the Client, a right to cancel this contract within 14 days of entering into the contract by giving written notice to the Surveyor's office at any time before the day of inspection. Nothing in our communications with you removes this right.

Please note that where you have specifically requested and agreed that the Surveyor provides services to you within 14 days of entering into the contract, you will be responsible for fees and charges incurred by the Surveyor up until the date of cancellation.

### **What the report does not tell you;**

This report does not tell you the market value of the property or cover things that will be considered when a market valuation is provided, such as the area the property is in or the availability of public transport or facilities.

It does not tell you about any minor defects that would not normally affect your decision to buy.

It does not describe how to approach rectification of defects.

It does not give you estimates of repair or rebuilding costs.

The report is not an asbestos inspection under the Control of Asbestos Regulations 2012, and is not a detailed survey to inspect for Japanese Knotweed or other invasive species.

If you need advice on subjects that are not covered by the report, you must arrange for it to be provided separately.

With flats, the surveyor will assume that there is a duty holder and that an asbestos register and effective management plan is in place. The Surveyor will assume that there is no immediate payment needed under that plan nor that there is any significant risk to health.

### **How the survey is carried out.**

The Surveyor will carry out an inspection that he considers as reasonable, while being a visitor to the property.

The Surveyor will form an opinion as to the condition of the elements of the property by assessing the performance of a representative sample of fixtures and fittings.

The Surveyor carefully and thoroughly carries out a visual and non-invasive inspection of the inside and outside of the main building and all permanent outbuildings, recording the construction and significant defects that are evident. This inspection is intended to cover as much of the property as is physically accessible. Where this is not possible an explanation is provided in the relevant sections of the report.

The Surveyor does not force or open up the fabric. This includes taking up fitted carpets, fitted floor coverings or floorboards, moving furniture, removing the contents of cupboards, wardrobes, and/or roof spaces, moving of personal, valuable or delicate objects, etc., removing secured panels and/or hatches or undoing electrical fittings.

The Surveyor will enter and inspect the roof space (loft) where there is access and it is safe to do so, but will not move insulation or stored possessions. The Surveyor will only inspect those parts of the roof space where there are safe footfalls not covered by insulation or other obstructions.

Any under-floor areas are inspected only where there is safe and clear 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 does not walk on flat roofs but may inspect them, with the aid of step ladders where necessary, from above where possible.

The Surveyor uses equipment such as a moisture meter, camera, binoculars and a torch, and may use a ladder to obtain views of flat roofs, and to access hatches or obtain views no more than 3m above ground (outside) or floor surfaces (inside) if it is safe to do so.

The Surveyor also carries out a desk-top study prior to the survey inspection and makes oral enquiries, where possible, for information about matters affecting the property.

**There follows a more detailed description of the nature of the survey inspection:-**

**Services**

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 but, where possible, will check their operation in normal 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. If any services (such as the boiler or mains water) were turned off, they were not turned on for safety reasons and the report will state that to be the case.

For practical reasons, and for protection of the property, taps are only operated individually and so an assessment of the flow rate may not be wholly representative in everyday multi-occupancy use.

No assessment is made of the capacity or suitability of any facility or storage vessel in respect of its performance in everyday use.

**Outside**

The Surveyor inspects the condition of boundary walls, fences, permanent outbuildings, and areas in common (shared) use where they are visible. To inspect these areas, the Surveyor walks around the grounds and any neighbouring public property where access can reasonably 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 are therefore inspected, but the Surveyor does not report on the leisure facilities themselves, such as the pool itself and its ancillary 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 and communal areas, for example, shared hallways and staircases. Roof spaces are inspected, but only if they are accessible from within the flat. Where safe to do so, 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.

**Hazardous substances, contamination and environmental issues**

Unless otherwise expressly stated in the Report, the Surveyor assumed that no deleterious (materials that could be hazardous to health or to the structure of the building) or techniques have been used in the construction of the Property. However, the Surveyor will advise in the Report if, in his view, there is a likelihood that deleterious material has been used in the construction and specific enquiries should be made or tests should be carried out by a specialist.

The Surveyor conducts online investigation about contamination or other environmental factors, though these are unlikely to be specific to an individual property. If the Surveyor suspects a problem, he recommends further investigation.

The Surveyor does not comment upon the possible existence of noxious substances, landfill or mineral extraction, or other forms of contamination other than in a general sense if information is available.

You are advised to carry out your own investigations to identify any environmental matters that may be of concern.

**Asbestos**

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.

**Consents, approvals and searches**

The Surveyor is entitled to assume that the Property is not subject to any unusual or onerous restrictions, obligations or covenants which apply to the Property or affect the reasonable enjoyment of the Property.

The Surveyor is entitled to assume that all planning, building regulations and other consents required in relation to the property have been obtained. The Surveyor does not verify whether such consents have been obtained. Any enquiries should be made by the Client or the Client's legal advisers. Drawings and specifications were not inspected by the Surveyor unless otherwise previously agreed.

The Surveyor is entitled to 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.

## Boundaries

The boundaries of any individual property are often undefined or indistinct. Often there is no indication of the ownership of any individual boundary. The Surveyor does not carry out a measured survey of the site on which the property sits, and does not formally identify the location of any individual boundary. The Surveyor does not inspect legal documents relating to boundaries, restrictions or covenants affecting the property. However, during the course of his pre-survey and on-site investigations, the Surveyor will highlight any obvious features that may indicate some matter/s that may be of interest or concern to a purchaser or his conveyancer, where they are identified. This may, for example, include unusual boundary shapes, gates in boundaries, rights of way across properties etc.

The purchaser should satisfy themselves that they understand the nature and location of any such features.

## Assumptions

Unless otherwise expressly agreed, the Surveyor while preparing the Report assumed that:

- a. the property (if for sale) is offered with vacant possession;
- b. the Property is connected to mains services with appropriate rights on a basis that is known and acceptable to the Client; and
- c. access to the Property is as of right upon terms known and acceptable to the Client.

## Legal matters

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 statements and opinions expressed in the report are expressed on behalf of the Surveyor, who accepts full responsibility for these.

The Surveyor may have paid a referral fee to an agent, conveyancer or financial advisor for being recommended to you. This does not affect the nature of the subsequent report or his/her duty of care, provided to you, which remains completely unbiased.

Without prejudice and separately to the above, the Surveyor will have no personal liability in respect of any statements and opinions contained in this report.

If the property is leasehold, the surveyor gives you general advice and details of questions you should ask your legal advisers, but does not comment upon the terms of the lease or any rights or restrictions included within it.

**The report is for you to use and the Surveyor accepts no liability if it is used by someone else or if you choose not to act on any of the advice in the report.**

## Complaints

The Surveyor will do his/her best to provide you with a good service and to ensure that your survey report is as accurate, informative and complete as possible. However, it can be the case that for some reason the Surveyor has not met your expectations.

A complaint is any expression of dissatisfaction about the standard of service, or actions, provided by the Surveyor or his/her associates.

Complaints will always be treated positively and are recognised as a means of identifying improvements which can be made to service delivery standards.

Complaints should initially be directed to the Surveyor, who will provide you with full details of the complaints process upon request. Your complaint will be dealt with quickly and every effort will be made to resolve it promptly.

I confirm that I have read and understood the terms of engagement set out in the 4 pages herewith.

Signed \_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_