



Description of the Worthington Rusling Home Purchase Survey

A The Service

A1 The Worthington Rusling Home Purchase Survey (hereinafter referred to as “The Survey”) comprises:

An inspection of the property (Section B below);
A concise report based on the inspection (Section C);
A valuation, which is part of the report (Section D).

A2 The surveyor’s main objectives in The Survey are to give clients considering buying a particular property the professional advice which will assist them:

- to make a reasoned and informed judgement on whether or not to proceed with the purchase;
- to assess at what price it would be reasonable to purchase the property;
- to be clear what decisions and actions should be taken before an offer is concluded.

A3 The Survey therefore covers the general condition of the property and particular features which affect its present value and may affect its future resale. The Survey focuses on matters which the surveyor judges to be urgent and/or significant.

Significant matters are defined as matters which could reasonably be expected in negotiations over price to be reflected in the amount finally agreed.

B The Inspection

B1 The inspection is a general surface examination of those parts of the property which are accessible. Accessible is defined as “***visible and readily available for examination from ground and upper floor levels without risk of causing damage to the property or injury to the surveyor.***”

Due care is therefore exercised throughout the inspection regarding safety, practicality and the constraints of being a visitor to the property (which may be occupied). So furniture, floor coverings and other contents are not moved or lifted and no part is forced or laid open to make it accessible.

B2 The services are inspected (except, in the case of flats, for drainage, lifts and security systems), but the surveyor does not test or assess the efficiency of electrical, gas, plumbing, heating or drainage installations, or compliance with

current regulations, or the internal condition of any chimney, boiler or other flue. Also, the surveyor does not research the presence (or possible consequences) of contamination by any harmful substance. However, if a problem is suspected in any of these areas, advice is given on what action should be taken.

B3 Where necessary, parts of the inspection are made from adjoining public property. Equipment such as a damp meter, binoculars and torch may be used. A ladder is used for hatches and also for flat roofs not more than three metres above ground level. Leisure facilities and non-permanent outbuildings (e.g. pools and timber sheds) are noted but not examined.

FLATS: In the case of flats, exterior surfaces of the building containing the property, as well as its access areas, are examined in order to assess their general condition; roof spaces are inspected if there is a hatch within the flat.

B4 The surveyor will not carry out an asbestos inspection and will not be acting as an asbestos inspector in completing an inspection of properties that may fall within the ***Control of Asbestos in the Workplace Regulations 2002***. In the case of flats it will be assumed that there is a Duty Holder, as defined in the Regulations, and that a Register of Asbestos and an effective Management Plan is in place, which does not require any immediate expenditure, or pose a significant risk to health. No enquiry of the Duty Holder will be made.

C The Report

C1 The report provides the surveyor's opinion of those matters which are urgent and/or significant and need action or evaluation by the client before contracts are exchanged or an offer to purchase is made. The Survey includes the following:

- ***urgent repairs*** (e.g. gas leak; defective chimney stacks)-for which the client should take action advised where appropriate;
- ***significant matters requiring further investigation*** (e.g. suspected subsidence) - for which the client should obtain (and may have to pay for) reports and quotations from suitable contractors;
- ***significant (but non urgent) repairs and renewals*** (e.g. new covering for flat roof before long);
- ***other significant considerations*** (e.g. potential source of inconvenience) which the surveyor wishes to draw to the attention of the client;
- ***matters identified by the inspection*** (e.g. possible right of way) which the client should instruct legal advisers to include in their inquiries.

NB: Urgent repairs and significant matters will be highlighted by an "ACTION" point in the relevant section.

C2 Matters assessed as not urgent or not significant are outside the scope of The Survey and are generally not reported. However, other matters which may be of concern are reported where the surveyor judges these to be of concern are reported where the surveyor judges this to be helpful and constructive. If a part or area normally examined is found to be inaccessible during the inspection, this is reported; if a problem is suspected, advice is given on what action should be taken.

C3 The report is in a standard format arranged in the following sequence: ***Introduction & Overall opinion; The Property & Location; The Building; The Services & Site; Legal & Other Matters; Summary; Valuation.*** In the case of leaseholds, The report is accompanied by an annexe called ***Leasehold Properties.***

D The Valuation and Reinstatement Cost

D1 The last section of The Survey contains the surveyor's opinion both of the market value of the property and of the reinstatement cost, as defined below.

D2 ***“Market Value” is the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.***

In arriving at the opinion of the market value, the surveyor also makes various assumptions covering, for example: vacant possession; tenure and other legal considerations; contamination and hazardous materials; the condition of uninspected parts; the right to use mains services; and the exclusion of curtains, carpets, etc. from the valuation (if needed, the surveyor can provide details.) Any additional assumption, or any found not to apply, is reported.

FLATS: In the case of flats, the following further assumptions are made:

- that there are rights of access and exit over all communal roadways, corridors, stairways, etc, and to the use of communal grounds, parking areas and other facilities;
- that there are no particularly troublesome or unusual legal restrictions;
- that there is no current dispute between the occupiers of the flats, or outstanding claims or lawsuits; and that the costs of repairs to the building are shared among the tenants on an equitable basis.

D3 ***“Reinstatement Cost” is an estimate for insurance purposes of the current cost of rebuilding the property in its present form,*** unless otherwise stated.

This includes the cost of rebuilding the garage, boundary/retaining walls and permanent outbuildings, site clearance and professional fees, but excludes VAT (except on fees).

PLEASE NOTE:

- **Before the Inspection.** The client will inform the surveyor if there is already an agreed or proposed price for the property and if there are any particular concerns (such as plans for extension) which the client may have about the property.
- **Terms of payment.** The client agrees to pay the fee and any other charges agreed in writing.
- **Cancellation.** The client will be entitled to cancel this contract by notifying the surveyor's office at any time before the day of the

inspection. The surveyor will not proceed with the provision of the The Survey (and will so report promptly to the client) if, after arriving at the property, he or she concludes:

- a) that it is of a type of construction of which he or she has insufficient specialist knowledge to be able to provide the The Survey satisfactorily; or
- b) that it would be in the typical client's best interests to be provided with a Building Survey, rather than The Worthington Rusling Home Purchase Survey.
- c) In case of cancellation, the surveyor will refund any money paid by the client for The Survey, except for expenses reasonably incurred. In the case of cancellation by the surveyor, the reason will be explained to the client.

6. Liability. The Survey provided is solely for the use of the client and the client's professional advisers, and no liability to anyone else is accepted. It may not be provided to anyone else.

7. Complaints Handling Procedure. A copy of our complaints handling procedure is available on request.

TERMS & CONDITIONS OF ENGAGEMENT **Worthington Rusling Home Purchase Survey**

Please Note: These Terms & Conditions of Engagement form part of the contract between Worthington Rusling LLP Chartered Surveyors and the client.

Subject to express written agreement to the contrary and any agreed amendments/additions, the Terms and Conditions upon which Worthington Rusling will undertake The Survey are set out below.

1.General

Based on an inspection as defined below, the surveyor, who will be a chartered surveyor, will advise the client by means of a written report as to his/her opinion of the visible condition and state of repair of the subject property, and as to whether the purchase price agreed reflects the condition.

Before the inspection, the client will inform the surveyor of the agreed purchase price for the property and any particular concerns or questions which he or she may have about the property, and also provide any additional instructions.

2.The Service

The surveyor's main objective is to give the client professional advice which will assist them as follows:

To make a reasoned, informed judgement on whether or not to proceed with the purchase.

To assess whether or not the property is a reasonable purchase at the agreed price.

To be clear what decisions and actions should be taken before exchange of contracts.

(b) The Survey therefore covers the general condition of the property and particular features which affect its present value and may affect its future resale. The Survey focuses on what the surveyor judges to be urgent or significant matters. Significant matters are those which, typically, in negotiations over price would be reflected in the amount finally agreed. Urgent matters are those requiring repair or

replacement now. If these matters are not attended to, additional problems will develop or may become a safety hazard. In both cases, further advice and estimates must be obtained prior to commitment to purchase. We will not report on minor maintenance issues.

3. The Inspection

(a) Accessibility and Voids

The surveyor will inspect as much of the surface area of the structure as is practicable, but will not inspect those areas which are covered, unexposed or not reasonably accessible.

(b) Floors

Accessible floors will be inspected; no attempt will be made to raise floorboards. No carpets or floor coverings will be lifted where they are fixed. Loose coverings will be moved where possible without causing damage, or moving large items of furniture.

(c) Roofs

The surveyor will inspect the roof spaces where there is proper and safe access. The surveyor will have a ladder of sufficient height to gain access to a roof hatch or to a single storey roof, not more than 3.0m (10' 00") above the floor or adjacent ground. It will not be possible to physically inspect roofs above this level. In such cases, pitched roofs will be inspected with the aid of binoculars. The surveyor will follow the RICS and Health & Safety Executive guidance on surveying safely. The surveyor will not walk on flat roofs.

(d) Grounds, Boundaries and Outbuildings

The surveyor will carry out an examination of permanent outbuildings, such as conservatories and garages, but will not provide a detailed report. Leisure facilities such as swimming pools and tennis courts will not be inspected, nor reported upon.

(e) Services

The services will be inspected visually (except, in the case of flats, for drainage, lifts and security systems), but the surveyor will not test or assess the efficiency of electrical, gas, plumbing, heating or drainage installations, or compliance with current regulations, or the internal condition of any chimney, boiler or other flue. Inspection chamber covers will only be lifted where accessible and practicable. No tests will be applied. Additional specialist reports/tests will be recommended if considered necessary.

The surveyor will not research the presence (or possible consequences) of contamination by any harmful substance. However, if a problem is suspected in any of these areas, advice will be given on what action should be taken.

(f) Areas not Inspected

The surveyor will identify any areas which would normally be inspected, but which he or she was unable to inspect. The surveyor will not inspect woodwork or other parts of the structure which are covered, unexposed or inaccessible. All such areas will be assumed to be sound and in good repair and free from defects. The surveyor will not express an opinion about, nor will he or she advise on the condition of uninspected parts. This does not imply any representation or statement about such parts. The surveyor is unable to comment on the condition of inaccessible areas.

(g) Flats and Maisonettes

The surveyor will inspect only the subject flat and garage (if any), the related internal and external common parts and those parts of the structure of the building in which the subject flat is situated. Other flats or properties will not be inspected. The roof space will not be entered or inspected unless access is within the subject flat. Drainage inspection chambers and flat roofs on blocks of flats will not be inspected unless the surveyor reports otherwise. The surveyor will state in his/her report any restrictions upon accessibility to the common parts or visibility of the structure. The surveyor will state if a copy of the lease has been seen and, if not, the assumptions made as to the repairing obligations. The client is reminded 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.)

(h) Environment and other issues

Particular noise and disturbance affecting the property will only be noted if it is significant at the time of inspection or if specific investigation has been agreed between the surveyor and the client, and confirmed in writing. The surveyor will report on any obvious health and safety hazards to the extent that they are apparent from elements of the property considered as part of the inspection. The surveyor will not comment on 'Envirosearch' reports as they are not specific to the property and the information

contained therein is too general for us to provide any meaningful comment. Should the client be concerned as to the aspects of the environmental report, we suggest that the matter be referred to the originator of the report for more detailed comment.

4. Deleterious and Hazardous Materials

(a) Unless otherwise expressly stated in the report, the surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However, the surveyor will advise in the report if, in his/her view, there is a likelihood that deleterious materials have been used in the construction and that, in such cases, specific enquiries should be made or tests carried out by a specialist.

(b) The surveyor will not specifically look for lead water supply pipes or the presence or possible release of asbestos, but where such materials are noted during the inspection, it will be recorded in the report. It must be appreciated that such materials are often only visible after opening up – see paragraph 3(a).

(c) The surveyor will advise in the report if the property is in an area of specific risk for flooding, radon, etc. In such cases, the surveyor will advise that tests should be carried out to establish the radon level and that further enquiries be made to establish flooding risk, etc.

(d) The surveyor will advise if there are transformer stations or overhead power lines which might give rise to an electro-magnetic field, either over the subject property or visible immediately adjacent to the property. The surveyor cannot assess any possible effect on health or report upon underground cables.

5. Contamination

The surveyor will not be required to comment upon the possible existence or consequences of harmful or noxious substances, landfill, asbestos or mineral extraction, or other forms of contamination.

6. Consents, Approvals and Searches

(a) The surveyor will assume that the property is not subject to any unusual or especially onerous restrictions or covenants which apply to the structure or affect the reasonable enjoyment of the property.

(b) The surveyor will assume that all Statutory National and Local consents have been obtained. The surveyor will not verify whether any such consents have been obtained. The client and his/her legal advisers should make all necessary enquiries. Drawings/specifications will not be inspected by the surveyor.

(c) 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.

7. The Worthington Rusling Home Purchase Survey

(a) The report provides the surveyor's opinion of those matters which are urgent or significant and need action or evaluation by the client before contracts are exchanged. It includes some or all of the following:

Urgent repairs (e.g. defective chimney stacks) for which the client must obtain a quotation.

Significant matters requiring further investigation where essential (e.g. evidence of suspected subsidence) for which the client should obtain (and may have to pay for) reports and quotations from suitable contractors.

Legal matters (e.g. a possible right of way) which the client should instruct the legal advisers to include in their enquiries.

(b) Matters assessed as not urgent or significant are outside the scope of The Survey and are generally not reported; however, other matters (such as safety) may be reported where the surveyor judges this to be helpful and constructive. If a part or area normally examined is hidden or not accessible during the Inspection, this is reported. If a problem is suspected, advice is given on what action should be taken.

8. Cancellation

The client will be entitled to cancel this contract by notifying the surveyor's office at any time up to the close of business on the day before the inspection. In case of cancellation, Worthington Rusling will refund any monies paid by the client for the service, except for expenses reasonably incurred. In the case of cancellation by the surveyor, the reason will be explained to the client. For example:

(a) That the property is of a type of construction of which he or she has insufficient specialist knowledge to be able to provide the survey satisfactorily; or (b) That it would be in the typical client's best interests to be provided with a Building Survey, rather than the Worthington Rusling Home Purchase Survey.

9. Validity

The surveyor can and will only report upon the condition of the property as at the day of inspection. No liability will be accepted for any deterioration of the property or defects which arise after the date of inspection.

The valuation will remain valid for **three months** from the date of the report.

10. Fees and Expenses

The client will pay Worthington Rusling the agreed fee for the report and any expressly agreed disbursements in addition. All fees must be paid prior to the date of inspection and the report being issued. The funds will be kept in a non interest bearing clients' account and transferred to the business account on or after the date of the inspection.

11. Restriction on Disclosure

The report is for the sole use of the named client and is confidential to the client and his/her professional advisers. Unless expressly provided, no term in the agreement between Worthington Rusling and the client is enforceable under the Contracts (Rights of Third Parties) Act 1999 by another person other than Worthington Rusling or the client. Any such parties rely upon the report at their own risk. The report must not be reproduced, in whole or part, without the prior written consent of the surveyor. We reserve the right to act for and to advise any third party on this same property in the event that the client decides for any reason not to proceed with the purchase.

12. The Valuation and Reinstatement Cost

(a) The last section of the report contains the surveyor's opinion both of the market value of the property and of the reinstatement cost, as defined below.

(b) "market value" is the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion. In arriving at the opinion of market value, the surveyor also makes various standard assumptions covering, for example: vacant possession, tenure and other legal considerations; contamination and hazardous materials; the condition of uninspected parts; the right to use mains services; and the exclusion of curtains, carpets etc, from the valuation. Any additional assumptions, or any found not to apply, are reported.

(c) "reinstatement cost" is an estimate for insurance purposes of the current cost of rebuilding the property in its present form, unless otherwise stated. This includes the cost of rebuilding the garage and permanent outbuildings, site clearance and professional fees, but excludes VAT (except on fees). This advice will be in accordance with current BCIS Guidance.

13. Complaints Handling Procedure

Our firm operates a Complaints Handling Procedure (CHP). Details are available upon request. We are also members of the Surveyors' Ombudsman Service and the RICS Dispute Resolution Service.

CONFIRMATION OF HOME PURCHASE SURVEY INSTRUCTION

1. I/we request Worthington Rusling to carry out a Home Purchase Survey on:

Address of Property:

.....
.....
.....
.....
.....

Postcode:.....

2. Please confirm where you want the report sent to:

Name:

Address:
.....
.....

..... Postcode:.....

3. If you would like us to send your solicitors a copy of the report, please provide their name and address:

Name:

Address:

.....

..... Postcode:.....

Email address:.....

4. Your other contact details:

Home

Tel:.....Business Tel:

Mobile.....Fax

E-mail address:

5. Confirmation of payment details (delete as appropriate):

(a) Credit card details already supplied

(b) Payment by cheque.

I/we enclosed cheque payable to Worthington Rusling for the agreed fee of £..... on the understanding that no appointment will be made until the cheque has cleared.

6. I/we have read, understood and accept your Terms & Conditions of Engagement and Description of Service.

Name:

Signed:.....

Date:.....

Please fill in and return the second copy of the instruction confirmation sheet.

PLEASE NOTE: This needs to be completed and returned before the report can be dispatched.

Alternatively an email confirmation is acceptable.

Please provide the name and email address of your legal advisors if you would like a copy of the report to be sent to them.

CONFIRMATION OF HOME PURCHASE SURVEY INSTRUCTION

1. I/we request Worthington Rusling to carry out a Home Purchase Survey on:

Address of Property:

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Postcode:.....

2. Please confirm where you want the report sent to:

Name:

Address:

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..... Postcode:.....

3. If you would like us to send your solicitors a copy of the report, please provide their name and address:

Name:

Address:

.....

..... Postcode:.....

Email address:.....

4. Your other contact details:

Home

Tel:.....Business Tel:

Mobile.....Fax

E-mail address:

5. Confirmation of payment details (delete as appropriate):

(a) Credit card details already supplied

(b) Payment by cheque.

I/we enclosed cheque payable to Worthington Rusling for the agreed fee of £..... on the understanding that no appointment will be made until the cheque has cleared.

6. I/we have read, understood and accept your Terms & Conditions of Engagement and Description of Service.

Name:

Signed:.....

Date:.....