CENTRAL ADMINISTRATION

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RICS Home Survey Level 2

Thank you for your preliminary instructions for Allied Surveyors and Valuers to provide a RICS Home Survey level 2 on the above property and we are pleased to provide you with details of this service.

Allied Surveyors and Valuers is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As an RICS Regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. Details of the firm's RICS nominated Responsible Principal can be obtained by emailing datarequest@alliedsurveyors.com

Our purpose is to assist you to confidently agree a fair price for one of life's most important purchases and thus our report will comply with the current RICS Red Book specification and will include information in respect of:

- the general condition of the property
- the service does not however include an asbestos inspection and it falls outside *The Control of Asbestos Regulations* 2012.

This report is designed for an owner occupier rather than a buy to let purchase. Although it will identify some risks as specified in the Home Survey Standard, it does not purport to identify all possible risks contained within the Health and Safety Rating System. It is recommended that if you propose to let the property, that you obtain specialist advice from a suitably qualified Housing Health and Safety Rating practitioner.

We can confirm that the Surveyor undertaking this work is experienced in the area where the property is located and has the appropriate expertise for this type of property. We have carried out a conflict check and can find no reason why we would be unable to undertake the report on your behalf.

This service will be delivered in accordance with the Home Survey Standard (1st edition) RICS professional statement and is equivalent to "level two".

The RICS Home Survey level 2 is designed for properties that are conventional in type and construction and are apparently in reasonable condition. To ensure that this is the right type of survey for your requirements please see the RICS helping you choose the right survey which gives a comparison between the different levels of survey available. Our Surveyor will be pleased to discuss any queries with you and will discuss his/her findings with you after you have received the report.

By agreeing to these instructions, you acknowledge that you have had the opportunity to discuss the level of service with our office and are satisfied that this RICS product meets your requirements.





Our Surveyor will be pleased to discuss any queries with you and will discuss his/her findings with you after you have received the report. By signing these instructions, you acknowledge that you have had the opportunity to discuss the level of service with our office and are satisfied that this RICS product meets your requirements.

If you are buying the property as an investment or you intend to rent it out, please tell us now as this could affect our advice.

Please also advise us as soon as possible (certainly before the inspection date) whether you require any additional information within the scope of our reporting format, for example, if you have any specific concerns which you would like the Surveyor to address in a little more detail. We would stress, however, that this format is designed to be an 'economy' professional service in which non-significant defects are in general not reported. If you need more detailed advice at the same time (eg, a list of non-significant defects, sales/marketing advice, valuation or after works valuation) this is a different, extra service which must be provided outside these Terms and the Home Survey Report format, and for which an additional charge will be made.

If, on arrival at the property, our Surveyor considers it unsuitable for the RICS Home Survey format, or if it is found to be substantially different from that which has been described to us, we will contact you before proceeding so that we can agree alternative terms. Our inspection may also be limited by any health and safety restrictions or other dangers we encounter.

If you have provided us with additional information or advised us to contact a third party for further information, it is implicit that we can safely rely on that information.

We enclose the <u>Description of RICS Home Survey level 2</u> which includes the standard Terms of Engagement. Please read these carefully as they, along with this letter, form the basis of our contract with you and it is vital that you understand the scope of work to be undertaken. We draw your attention in particular to RICS Clause 6 on Liability.

The Company's entire financial liability (including that of its employees etc, as set out in the terms and conditions) is hereby limited to the Valuation for the Property contained in the Report, if requested, or £500,000 (Five hundred thousand Pounds), whichever is the lower and in as far as such limitation is lawful.

If you suffer loss as a result of our breach of contract or negligence, our liability shall be limited to a just and equitable proportion of your loss having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an agreement between you and them, your difficulty in enforcement, or any other cause.

When reporting, we will make reasonable assumptions, for example, we will assume the property is freehold. If the property is leasehold, our advice will be based upon an unexpired lease term of at least 85 years and on an assumption that the ground rent is nominal and non-reviewable. It also assumes that there are no event charges within the lease for such items as extensions to the property. We strongly recommend that you ascertain the unexpired term, ground rent, service charge and other relevant information at the earliest possible stage and bring this information to the attention of the Surveyor but note that no due diligence will take place in relation to the true legal effect of the lease – this is exclusively the responsibility of your legal advisers. Please see further information on Leasehold Properties provided by the Royal Institution of Chartered Surveyors (RICS).

If these assumptions are not applicable, please discuss your requirements with our Surveyor before proceeding.

Properties which have been subject to substantial alteration/significant extension in the last ten years.

The surveyor assumes that:

- no particularly troublesome or unusual restrictions apply to the property, nor is it affected by problems which would be revealed by the usual or appropriate legal enquiries.
- all necessary Planning and Building Regulations permissions (including permission to make alterations) have been obtained and that all works which have been undertaken fully comply with those permissions. Furthermore, in the case of a newly built, extended or converted property the surveyor will assume that a valid and satisfactory 10 year warranty or professional consultants certificate exists.

The surveyor will report any further or additional assumptions that have been made, but it is of critical importance that your solicitor asks for the Professional Consultant's Certificate (PCC) to be supplied, as we will almost certainly be unable to see some of the important components which could cause damage if missing or incorrectly installed. You should not proceed with your purchase if this is unavailable.

Boundaries, grounds and outbuildings relating to normal domestic gardens: please refer to the Description of the RICS Home Survey Service paragraph 'Outside the Property'.

The inspection will include the immediate gardens that belong to the property, but the inspection specifically excludes any additional land (such as pasture or amenity land). The client is recommended to seek separate advice in respect of this additional land to ascertain (among other things) the extent and condition of boundaries, the presence of any invasive species, quality of the land, possible land contamination, flood risk or any other liabilities in respect of river bank maintenance, culverts and ditches and any other specific concerns, to the client's satisfaction.

Data Protection: the Firm takes its responsibility under the General Data Protection Regulation very seriously. Please refer to our <u>Privacy Policy</u> on our website (or available on request) for information on how we collect, use, maintain and disclose personal data.

Consumer Right to Cancel Regulations ('Cooling-off' period)

- a) Consumers have the right to cancel a contract for services within 14 days of receiving the agreement, without giving any reason. Cancellation must be received in writing, or by email.
- b) This means that we shall not undertake the inspection of the property before the expiration of 14 days from the day after the date of this letter. However, if you would like to avoid this delay then you must confirm this by ticking the relevant box on the web order, agreeing to waive that cooling off period. This confirms that if you subsequently wish to terminate the contract, you will not be eligible for a refund of the fees and charges incurred by the Valuer, up to and including the date the cancellation is received. This does not affect any of your normal consumer rights.

Please note the 'Right to Cancel' Regulations mean that we should delay undertaking the inspection by at least 14 days unless you elect otherwise. You may avoid this delay if you give us your confirmation that you waive your 'cooling off' period rights, by selecting the relevant box on the web order, and making full payment, the inspection will be arranged as quickly as possible.

Allied Surveyors and Valuers Ltd is regulated by the RICS and we advise that the RICS may, as part of its Regulatory function, check the report for compliance with the current RICS Red Book. We also operate a complaints-handling procedure, details of which are available on request.

There is a requirement on RICS members and regulated firms to be transparent and open with their clients or potential clients by acknowledging whether they have offered or received a referral fee or other inducement prior and relating to taking the instruction. Accordingly, we can confirm that there may be certain limited circumstances where a payment may have or be made, either individually or part of a third-party commercial relationship.

Please contact us if you have any queries. We will email the completed report as soon as possible after the inspection and can also post you a hard copy if required.

Yours sincerely,

Allied Gurveyors & Valuers Ltd