

THE RICS

HOMEBUYER

SURVEY & VALUATION

Our Ref: TREJ/MV/HB (Job No 5903)
Your Ref: UKMC/AAM

Property: **Address**

Client: **Name**

Inspected on: **Date**

Inspected by: **ADELAIDE JONES**
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PLEASE READ THIS PAGE WITH EXTRA CARE

A: INTRODUCTION

Please note that this Report is solely for your use and your professional advisers', and no liability to anyone else is accepted. Should you not act upon advice contained in the Report, no responsibility is accepted for the consequences. [Standard Terms of Engagement, Clause 6]

The Report has been prepared in line with the *Description of the HOMEBUYER Service* already provided (an additional copy is attached). If any addition to the standard Service was agreed before the Inspection, this is confirmed at the foot of the last page.

■ OBJECTIVE

Objective

The principal objective of the Report and Valuation is to assist you to:

- make a reasoned and informed judgement on whether or not to proceed with the purchase;
- assess at what price it would be reasonable to purchase the Property;
- be clear what decisions and actions should be taken:
 - in ENGLAND AND WALES before contracts are exchanged;
 - in SCOTLAND before concluding an offer to purchase.

CONTENT

Content

The general condition and particular features of the Property are covered, but the Report focuses on the matters which I judge to be urgent or significant.

Urgent matters are defects judged to be an actual or developing threat to the fabric of the building; it will be advisable to have these put right as soon as possible after purchase (in some cases even before). *Significant matters* are defined as matters which could reasonably be expected in negotiations over price to be reflected in the amount finally agreed.

Matters assessed as *not urgent* or *not significant* are outside the scope of the HOMEBUYER Service, and are generally not reported. However, other matters (such as legal and safety considerations) may be reported where I judge this to be helpful and constructive.

■ ACTION

ACTION

If - after reading and considering all the information and advice in the Report - you decide to proceed with the purchase, then there are probably some things on which you should take action at once. Each such item is highlighted in the Report with the word ACTION and is also listed in Section F: *Summary* together with advice on what to do next.

■ OVERALL OPINION

OVERALL OPINION

Below are my conclusions, in brief, on the price at which it would be reasonable to purchase the Property, on particular features which affect its present value and may affect its future resale. The opinion takes no account of factors outside the scope of the HOMEBUYER Service.

It is hoped that this overall view will help you to keep in perspective the detailed facts and advice which follow. You are asked to bear in mind particularly that it can be misleading to treat individual matters in isolation. So that you may use this Report to best advantage in reaching your decision on whether or not to proceed with the purchase of this Property, *you are most strongly advised to read and consider its contents as a whole.*

The property requires some modernisation but on balance the proposed purchase price of £370,000 is realistic although the purchaser may now wish to consider some of the remarks concerning repairs required. This is a depending on condition and whether they have been extended.

**PLEASE READ
THESE NOTES**

B: THE PROPERTY & LOCATION

This section covers the important general background information on the Property and its location, including amenities and features of the vicinity as well as any environmental and other wider considerations. It also includes who appeared to be in occupation, the weather at the time of the Inspection, and any limitations on the Inspection.

*Please note that, throughout the Report, the principal features and parts of a property are given in the left-hand margin thus:
- often followed by a list of supplementary items, such as:*

**B1
THE PROPERTY**
 ■ Type and age

**B1
THE PROPERTY**

■ **Type and age**

A semi detached two storey house constructed probably in the 1930's, with a small garden and a shared drive to the front, and private garden to the rear.

■ **Construction**

Solid load-bearing brickwork with fair faced brick at ground floor and rendered and painted surfaces at upper level. Pitched roof with timber substructure and composite clay/concrete surface. Structural timber floors to both first and ground floor.

■ **Accommodation**

First Floor :

Rear bedroom : 4.5m x 3.5m extending by 2.5m x 0.6m into bay. Fitted wardrobes.

:

Bathroom : Bath with hand shower. Wash hand basin. Tiled floor.

:

Separate WC :

:

Front bedroom. : 4.34m x 3.53m.

:

Small front corner bedroom. : 2.5m x 1.9m

Ground Floor :

Entrance hall/stairwell : 1.9 m x 4.5m with understair cupboard.

:

Front & Rear sitting room including extension : 11m x 3.5m. Doors to garden.

Kitchen : 5.2m into extension x 2.5m doors to garden. Floor mounted gas boiler. Sink and wall and base units but no other appliances.

Single storey garage : No access but approximately 3m x 5m. with off street parking.

■ **Garage and grounds**

There is a single storey garage and garden to the rear approximately 10 metres deep widening behind the garage. There is a shared driveway with number 24.

**B2
THE LOCATION**

A quiet area of family housing built predominantly through the 1930's and 1950's within reasonable walking distance of nearby local shopping parades and within walking distance of Kingsbury Underground Station.

**B3
CIRCUMSTANCES
OF THE
INSPECTION**

The property was vacant. The weather was dry and sunny and had been for some days previously.

**PLEASE READ
THESE NOTES****C: THE BUILDING**

Movement, timber defects and dampness are, in their various forms, the three greatest potential threats to the structure of a building. Where evidence is found of any of these conditions, advice is given on what action should be taken. (Where a problem is judged to be serious, it might prove necessary for a separate, detailed examination to be undertaken - perhaps by specialists. For example, the foundations might have to be laid open to analyse the cause of some structural movement, or the full extent of timber defects might require further investigation.)

**C1
MOVEMENT**

Whilst some movement and expansion/contraction would be normal in a building of this age, there was no sign of any serious defect nor any sign of separation between the main building and the single storey extension.

**C2
TIMBER DEFECTS**

No significant amounts of structural timber available to inspect with the exception of the roof and no wood boring insect activity was apparent. The external joinery where it exists is in fair condition but windows and doors had been replaced with PVC coated aluminium framed units.

**C3
DAMPNESS**

Random checks around the perimeter revealed no apparent dampness at ground floor level nor sign of any leakage to the roof or other vulnerable areas. The house is empty at present and all the services should be tested to establish that they are live and free of defect.

**C4
CONDENSATION &
INSULATION**

Insulation will be poor by modern standards but the extension has been built in a cavity construction and windows have been replaced with sealed units. There is Rockwool insulation within the roof void giving a reasonable amount of insulation by modern standards.

PLEASE READ
 THESE NOTES

C5
THE EXTERIOR

■ **Roof structure
 and covering**

C: THE BUILDING (*continued*)

The roofs, chimneys and other external surfaces of the building are examined from ground level, where necessary from adjoining public property and with the help of binoculars. The roof structure is examined from inside the roof space where accessible (insulation material, stored goods and other contents are not moved or lifted). The efficiency of rainwater fittings (gutters and downpipes) can only be assessed properly during the Inspection if there is heavy rain.

The roof is of timber substructure with an outer covering of composite concrete and clay tiles. There was no sign of any significant distortion across its surface nor any significant distortion in the hip rafters. The mortar joints are softening and the lead flashing around the Party Wall chimney stack is worn but appears still to be serviceable.

■ **Chimneys**

There is a single stack on the Party Wall to the rear and a single stack on the flank wall. The brickwork is sound. The flues are redundant.

■ **Rainwater
 fittings**

These are in new PVC plastic and appear to be sound given the absence of any sign of overspill or staining. There is a small valley between the two front gables with 20 and 22. This is a potential weak spot and may have been lined in felt which is not a lasting material. You should allow for resurfacing that section.

■ **Main walls**

No significant defects and the mortar joints are sound. Minor cracks on the rendered and painted sections are not significant beyond the need for cosmetic repair. The single storey section is of cavity build and sound.

■ **External joinery
 and decoration**

There is little joinery given the replacement of the windows however the gutter boards appear to be in sound condition.

■ **Other**

There are one or two tiles on the roof that are dislodged but their overall condition is sound. Some moss build up should be removed and the valley gutters between the hip rafters and chimney stacks checked.

There is a felt flat roof over the single storey extension and that is likely to have a lifespan of around 10 years or so from new and is a potential weak spot.

PLEASE READ
THESE NOTES

C: THE BUILDING (*continued*)

Floor surfaces and under-floor spaces are examined so far as they are accessible (furniture, floor coverings and other contents are not moved or lifted). If a part or area normally examined was found to be not accessible, this is reported; if a problem is suspected, advice is given on what action should be taken. It is not possible to assess the internal condition of any chimney, boiler or other flues. (In some cases, furnishings may conceal defects.)

C6 THE INTERIOR

- **Roof space**

There is a drop down ladder access. A substantial amount of storage and furniture should be removed. There is an old galvanised tank which should be replaced. Conventional restructure but no felt between the outer tiles and the timber substructure (original roof). The chimney stacks have been completely removed below roof void level and supported on steel bolts off the Party Wall. This type of alteration would not be permitted under Building Regulations now but it was an approved method probably at the time it was undertaken. There was no sign of structural movement around the stacks.
- **Ceilings**

Plasterboard and these appear to be sound. Some signs of making good on the single storey ground floor ceiling beneath the flat roof and some poor plaster. This area needs to be opened up for investigation and repair.
- **Floors**

No undue springiness to the flooring which has been close carpeted over conventional floorboards with the exception of the bathroom and WC areas. There is a concrete and screeded floor over the single storey extension. Provision has been made for venting the underfloor areas to reduce condensation.
- **Internal walls and partitions**

A combination of blockwork and stud/plasterboard. The house has been decorated recently thereby obscuring some of the history but there were no on-going cracks and only relatively minor cosmetic defects. The opening between the front and rear sitting rooms may have been original designed although possibly widened since the construction in the 1930's. There was no sign of movement around that opening. The original rear wall has been carried over a downstand beam between the middle section of the rear sitting room and the garden single storey extension. There was no sign of distress at that point.
- **Fireplaces, etc.**

The chimney breast to the rear has been removed both at ground and first floor levels. There is a redundant fireplace to the front ground floor but no flue above it as the chimney breast has been removed at the first floor level as well. The stacks had been supported and please see our comments under 'Roof Space'.
- **Internal joinery and decoration**

The house has been decorated relatively recently. The joinery is of modest quality but sound and serviceable.
- **Other**

Windows have been replaced with sealed units throughout. There are no trickle vents although the windows are lockable in an open position.

PLEASE READ
 THESE NOTES

D: THE SERVICES & SITE

The efficiency, compliance with regulations and adequacy of design of services can only be assessed by tests conducted by suitably qualified specialists. Although surveyors are not specialists in these particular areas, an informed opinion can be given on the basis of the accessible evidence. Where possible, drainage inspection-chambers are examined (except in the case of flats), but drains are not tested during the Inspection. However, in all cases advice is given if there is cause to suspect a problem. Leisure facilities and non-permanent outbuildings are noted but not examined.

D1 THE SERVICES

■ **Electricity**

You should allow for upgrading the electrical wiring. There is an old consumer unit which should be replaced. The visible cabling is in PVC insulated twin and earth. Sockets are a mixture of ages and types and you should allow for an electrical test to ensure the extent of work required.

■ **Gas**

There is an old floor mounted gas balanced flue boiler and you should allow for a replacement together with the associated thermostat and heating controls.

■ **Water**

Water is both from mains and from the storage tanks in the roof void. Isolation valves should be provided and the pipework should be insulated. The tank should be replaced and a meter installed.

■ **Heating**

Heating is from the gas boiler but you should allow for a replacement and checking the pipework which is perhaps 20 – 30 years old in places.

■ **Other**

There is no security alarm at present and smoke detection should be installed to the first floor and to the kitchen area.

D2 DRAINAGE

The property is on mains drainage. The manholes have been obscured by paving.

D3 THE SITE

■ **Garage and outbuildings**

There is a garage which is in very poor condition and you may find that it is more cost efficient to rebuild than to repair. There is a small garden shed.

■ **Grounds and boundaries**

There is a small garden to the front with shared drive and off street parking. The boundaries are a mixture of brick and timber fencing. Some repair is required to the rear.

**PLEASE READ
THESE NOTES**

E: LEGAL & OTHER MATTERS

Your Legal Advisers are responsible for checking relevant documents relating to the Property (these might include servicing records and any guarantees, reports and specifications on previous repair works) as well as for carrying out all the standard searches and inquiries. However, if any specific matters are identified which the Legal Advisers should investigate on your behalf, these are reported in this section.

ACTION

You should **IMMEDIATELY** pass a copy of this report to your Legal Advisers, asking them to check:

1. The standard searches and inquiries;
2. All the relevant items referred to in sub-sections E1-E4;
3. The assumptions made in arriving at the Market Value (which are itemised in the footnote to Section G1).

**E1
TENURE**

We have assumed that the property is Freehold and not subject to any onerous restrictions.

**E2
REGULATIONS,
etc.**

It should be confirmed that the single storey extension to the rear was approved by Building Control.

**E3
GUARANTEES,
etc.**

None likely.

**E4
OTHER MATIERS**

None.

**PLEASE READ
 THESE NOTES**

F: SUMMARY

Assuming that you decide to proceed with the purchase of this Property, there may be some things on which you should take action, such as obtaining competitive quotations for urgent repairs. (If any further investigation of some urgent matter is recommended, this will involve a second visit to the Property, perhaps by an appropriate specialist who will submit a separate report.)

ACTION

If, after reading and considering this Report, you intend to proceed with the purchase, or in Scotland make an offer, you should IMMEDIATELY pass a copy of this Report to your Legal Advisers – as advised in Section E. They will check (i) the standard searches and inquiries; (ii) all the relevant items covered in sub-sections E1-E4; and (iii) the assumptions made in arriving at Market Value.

Any ACTION recommendations made in Section B, C and D are listed below under the relevant headings. In each case (if any), **I strongly advise you to obtain competitive quotations from reputable contractors at once.**

As soon as you have these, as well as the responses from your Legal Advisers, I will be pleased to advise you whether or not they would cause us to change the advice or Valuation given in this Report. Only when you have all this information will you be fully equipped to make an informed judgement on whether or not to proceed.

If you should decide to exchange contracts (or in Scotland, make an offer) without obtaining this information, you might have to accept the risk that some adverse factors might come to light after you are committed to the purchase.

**F1
 ACTION**

■ **Urgent matters**

1. Replace the central heating boiler
2. Replace the cold water storage tank
3. Upgrade electrical installations

■ **Further
 investigation**

1. Locate the manholes and commission a drains test
2. Confirm the nature of the rights of way over the shared driveway

**F2
 MAINTENANCE
 CONSIDERATIONS**

1. Allow for repair or rebuild of the garage.
2. Allow for updating the kitchen and bathroom services

**F3
 OTHER
 CONSIDERATIONS**

None

PLEASE READ
THESE NOTESG1
MARKET VALUEG2
INSURANCE
COVER
[REINSTATEMENT
COST]**G: VALUATION**

In arriving at the opinion of the Property's Market Value as defined in Section D2 of the *Description of the HOMEBUYER Service* (attached), various assumptions* are made, subject to any change stated below. Legal Advisers, and others who undertake property conveyancing, should be familiar with the assumptions and are responsible for checking those concerning legal matters. *The opinion of the Market Value given below could be affected by the outcome of the inquiries by your Legal Advisers [Section E] and/or any further investigation and quotations for urgent repairs [Section F]. The Valuation assumes that your Legal Advisers will obtain satisfactory replies to their inquiries relating to the assumptions made in this Report.*

£370,000 (Three Hundred & Seventy Thousand Pounds)

We calculate the gross rebuilt area including the garage at 141 sqm and on that basis provision should be made for an insurance sum of £260,000 (Two Hundred & Sixty Thousand Pounds)

- This Report is provided in accordance with the terms of the *Description of the HOMEBUYER Service* previously supplied, subject to any agreed addition noted below. (An additional copy is attached herewith.)
- The Report is solely for your use and your professional advisers', and no liability to anyone else is accepted. Should you not act upon advice contained in the Report, no responsibility is accepted for the consequences.
- I hereby certify that the Property has been inspected by me and that I have prepared this Report, including the opinion of Market Value.

SIGNATURE

SURVEYOR'S NAME AND
PROFESSIONAL QUALIFICATIONS

T R EDWYN-JONES FRICS
tim@adelaidejones.co.uk
RISC Diploma number 58388

NAME AND ADDRESS OF
SURVEYOR'S ORGANISATION

ADELAIDE JONES
116 SEYMOUR PLACE
LONDON W1H 1NW

DATE OF REPORT

Date

AGREED ADDITION (IF ANY) TO
THE *DESCRIPTION OF THE SERVICE*

* Full details of these assumptions are available from the Surveyor. The most important are, in brief:

Concerning the materials, construction, services, fixtures and fittings, etc., that:

- No significant defects or cause to alter the Valuation would be revealed by an inspection of those parts which have not been inspected;
- No hazardous or damaging materials or building techniques have been used in the Property; there is no contamination in or from the ground; and the ground is not land-filled;
- The Property is connected to, and there is the right to use, the reported main services; and
- The Valuation takes no account of furnishings, removable fittings and sales incentives of any description.

Concerning legal matters, that:

- The Property is sold 'with vacant possession';
- No laws are broken by the condition of the Property or by its present or intended use;
- The Property is not subject to any particularly troublesome or unusual restrictions; it is not affected by any problems which would be revealed by the usual legal inquiries; and all necessary planning permissions and building regulations consents (including consents for alterations) have been obtained and complied with; and
- The Property has the right to use the main services on normal terms; and the sewers, main services and roads giving access to the Property have been 'adopted' (i.e. are under local authority, not private, control).

Annex to the HOMEBUYER REPORT

Everybody planning to buy a Leasehold Property (other than in Scotland, most flats and maisonettes and a few other properties are Leasehold) is advised to pay particular attention to the terms of the Lease.

- Your Legal Advisers are responsible for checking the Lease for you, but do not normally see the Property. The Surveyor may note any specific features which may have legal implications. Any such matters are reported in Section E: *Legal & Other Matters* (where you are advised to pass a copy of the Report immediately to your Legal Advisers).
- Unless otherwise stated, in arriving at the opinion of Market Value of the Property (Section G: *Valuation*), the Surveyor assumes that all the terms of the Lease which might have an effect on the value are standard ones*, and that only a small ground rent is payable. This should not be relied upon, however, without being checked by your Legal Advisers.

* Full details of the terms referred to above are available from the Surveyor; a summary is given below.

- **You are advised to ask your Legal Advisers to supply the answers to the following questions:**

- a) The other flats: are they occupied by owners or tenants?
- b) Management; is there a Management company and/or a Managing Agent correctly set up to deal with the running and maintenance of the block containing the Property?
- c) Identify the duty holder in respect of the *Control of Asbestos in the Workplace Regulations 2002*, confirm that there is a Register of Asbestos in place and an effective management plan in relation to it.

- d) Maintenance and replacement fund: does a suitable fund exist, with suitable reserves, to deal with:
 - general cleaning;
 - maintenance and repair of the common parts;
 - repairs to the main structure;
 - centralised heating installation;
 - lifts, etc.?
- e) Ground rent: what is the amount?
 Maintenance/service charge:
 - what sum was last paid, and what period did it cover?
 - are the accounts satisfactory and up-to-date?
 - are there any existing or foreseeable management problems or disputes or any known outstanding repairs or programmed works, which would affect the level of the charge payable?
- f) Maintenance of services: is this regular and satisfactory?
 Common services: are there satisfactory, current certificates for:
 - the lifts;
 - the fire escapes and fire alarms;
 - the security system(s);
 - any common water/heating system;
 - other communal facilities?
- g) Liability for repairs: is the liability – as between the Leaseholders, the Freeholder and the Management Company - clearly set out for repairs to the Property and to the common parts and the main structure?
 Is the liability shared equally between Leaseholders?
 Is there suitable machinery for settling any disputes which may arise in this area?
- h) Insurance: is it the Management Company or each individual Leaseholder who is responsible for the building insurance, and is there a block insurance policy?
- i) Restrictions: are there any unusual restrictions on the sale of the Property?

Summary of Assumptions

The most important Assumptions (full details of which are available from the Surveyor) are, in brief:

- i) If there are more than six properties in the building, the Property is managed either directly by the Freeholder or by a professional managing agent;
- ii) If there is more than one block in the development, the Lease terms apply (except for upkeep of common roads, paths, grounds and services) only to the block containing the Property;
- iii) There are rights of access and exit over all communal roadways, corridors, stairways, etc. and the right to use communal grounds, parking areas and other facilities;
- iv) Where there is more than one Leaseholder, all the Leases are the same in all important respects;
- v) There is no current dispute over the Lease, or any outstanding claim or lawsuit concerning it;
- vi) The Lease has no particularly troublesome or unusual restrictions;
- vii) The unexpired term of the Lease is 70 years; and
- viii) The Property is fully insured.

A The Service

A1 The HOMEBUYER Service comprises:

- an **Inspection** of the Property (Section B below);
- a concise **Report** based on the Inspection (Section C);
- the **Valuation**, which is part of the Report (Section D)

A2 The Surveyor's main objective in the HOMEBUYER Service is 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 purchase to purchase the Property;
- to be clear what decisions and actions should be taken before contracts are exchanged; in Scotland to be clear about what decisions and actions should be taken before an offer is concluded.

A3 The HOMEBUYER Service therefore covers the general condition of the Property and particular features which affect its present value and may affect its future resale. The Report 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 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 as a damp meter, binoculars and torch may be used. A ladder is used for hatches and 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. In Scotland, communal areas within the building and accessible roof spaces are inspected.

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 with the *Control of Asbestos in the Workplace Regulations 2002*. 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 effective Management Plan is in place, which does not require any immediate expenditure, or pose a significant risk to health. No enquiry of the dutyholder 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 Report includes the following:

- *urgent repairs* (e.g. gas leak; defective chimney stacks) - for which the Client should obtain 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 not urgent) repairs and renewals* (e.g. new covering for flat roof before long);
- *other significant considerations* (e.g. a potential of inconvenience) which the Surveyor wishes to draw to the attention of the Client;
- *matters identified by Inspection* (e.g. a possible right of way) which the Client should instruct the Legal Advisers to include in their inquiries.

C2 Matters assessed as not urgent or not significant are outside the scope of the HOMEBUYER Service and are generally not reported. However, other matters which may 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.

[Continued overleaf]

Description of HOMEBUYER Service – continued

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 a standard Annex called *Leasehold Properties.*

D The Valuation and Reinstatement Cost

D1 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.

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 use the 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 any outstanding claims or lawsuits; and
- that the costs of repairs to the building are shared among the tenants (in Scotland the co-proprietors) 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 wall and permanent outbuildings, site clearance and professional fees, but excludes VAT (except on fees).

Standard terms of Engagement

1 **The Service.** The standard HOMEBUYER Survey & Valuation Service ('the Service') laid out in the preceding *Description of the HOMEBUYER Service* ('the Description') applies unless an Addition to the Service is agreed in writing before the Inspection. (An example of such an Addition is reporting upon parts which are not ordinarily inspected, such as the opening of all windows.)

2 **The Surveyor** who provides the Service will be a Member of the Royal Institution of Chartered Surveyors, who is competent to survey, value and report upon the Property which is the subject of these Terms.

3 **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.

4 **Terms of payment.** The Client agrees to pay the fee and any other charges agreed in writing.

5 **Cancellation.** The Client will be entitled to cancel this contract by notifying the Surveyor's office at any time before the day of Inspection. The Surveyor will not proceed with the provision of the Service (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 Service satisfactorily; or

b) that it would be in the typical Client's best interests to be provided with a Building Survey, plus Valuation, rather than the HOMEBUYER Service.

In case of cancellation, the Surveyor will refund any money 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.

6 **Liability.** The Report 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 the Surveyor's complaints handling procedure is available on request.

Please Note: These Standard Terms of Engagement form part of the Contract between the Surveyor and the Client.