

# **Description of the Level 3 Building Survey**

This service is benchmarked against the RICS Home Survey Standard Survey Level 3.

This level of service is for clients who are seeking a professional opinion based on a detailed assessment of the property.

The service consists of a detailed visual inspection of the building, its services and the grounds and is more extensive than a survey level two. Concealed areas normally opened or used by the occupiers are inspected if it is safe to do so (typical examples include roof spaces, basements, and cellars).

Although the services are not tested, they are observed in normal operation - in other words, they are switched on or off and/or operated, but only where the occupier has given permission and it is safe to do so.

The report objectively describes the form of construction and materials used for different parts of the property. It describes the condition and provides an assessment of the relative importance of the defects/problems. Additionally, it will look to:

- describe the identifiable risk of potential or hidden defects in areas not inspected
- propose the most probable cause(s) of the defects based on the inspection
- outline the likely scope of any appropriate remedial work and explain the likely consequences of non-repair
- make general recommendations in respect of the priority and likely timescale for necessary work and

Where the surveyor feels unable to reach the necessary conclusions with reasonable confidence, they will typically refer the matter for further investigations. However, the surveyor, will aim to provide the client with all the information they need to make an informed decision as far as practical.

This level of service will suit any domestic residential property in any condition.

## **The service**

The Level 3 Building Survey service includes:

- *a thorough inspection of the property (see 'The inspection' below) and*
- *a detailed report based on the inspection (see 'The report' below).*

The surveyor who provides the Level 3 Building Survey service aims to give you professional advice to:

- *help you make a reasoned and informed decision when purchasing the property, or when planning for repairs, maintenance or upgrading the property*
- *provide detailed advice on condition*
- *describe the identifiable risk of potential or hidden defects*
- *propose the most probable cause(s) of the defects based on the inspection and*
- *where practicable and agreed, provide an estimate of costs and likely timescale for identified repairs and necessary work.*

Any extra services provided that are not covered by the terms and conditions of this service must be covered by a separate contract.

## **The Inspection**

The surveyor carefully and thoroughly inspects the inside and outside of the main building and all permanent outbuildings, recording the construction and 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 'Limitations on the inspection' box in the relevant section of the report.

The surveyor does not force or open the fabric of the building without occupier/owner consent, or if there is a risk of causing personal injury or damage. This includes taking up fitted carpets and fitted floor coverings or floorboards; moving heavy furniture; removing the contents of cupboards, roof spaces, etc. removing secured panels and/or hatches; or undoing electrical fittings.

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 uses equipment such as a damp meter, binoculars, and torch, and uses a ladder for flat roofs and for hatches no more than 3m above level ground (outside) or floor surfaces (inside) if it is safe to do so.

If it is safe and reasonable to do so, the surveyor will enter the roof space and visually inspect the roof structure with attention paid to those parts vulnerable to deterioration and damage. Although thermal insulation is not moved, small corners should be lifted so its thickness and type, and the nature of underlying ceiling can be identified (if the surveyor considers it safe to do). The surveyor does not move stored goods or other contents.

The surveyor also carries out a desk-top study and makes oral enquiries for information about matters affecting the property.

## **Services to the property**

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. The visual inspection cannot assess the efficiency or safety of electrical, gas or other energy sources. It also does not investigate the plumbing, heating, or drainage installations (or whether they meet current regulations); or the internal condition of any chimney, boiler, or other flue).

## **Outside the property**

The surveyor inspects the condition of boundary walls, fences, permanent outbuildings, and areas in common (shared) use. To inspect these areas, the surveyor walks around the grounds and any neighbouring public property where access can be obtained. Where there are restrictions to access (e.g., a creeper plant prevents closer inspection), 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, such as the pool itself and its specialist equipment internally and externally, landscaping, and other facilities (for example, tennis courts and temporary outbuildings).

## **Flats**

When inspecting flats, the surveyor assesses the general condition of the outside surfaces of the building, as well as its access and communal areas (for example, shared hallways and staircases that lead directly to the subject flat) and roof spaces, but only if they are accessible from within or owned by the subject flat or communal areas. The surveyor also inspects (within the identifiable boundary of the subject flat) drains, lifts, fire alarms and security systems, although the surveyor does not carry out any specialist tests other than their normal operation in everyday use.

External wall systems are not inspected. If the surveyor has specific concerns about these items, further investigation will be recommended prior to legal commitment to purchase.

## **Dangerous materials, contamination, and environmental issues.**

The surveyor makes enquiries about contamination or other environmental dangers. If the surveyor suspects a problem, they recommend a further investigation.

The surveyor may assume that no harmful or dangerous materials have been used in the construction and does not have a duty to justify making this assumption. However, if the inspection shows that such materials have been used, the surveyor must report this and ask for further instructions.

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 ('CAR 2012'). However, the report should properly emphasise the suspected presence of asbestos containing materials if the inspection identifies that possibility.

With flats, the surveyor assumes that there is a 'duty holder' (as defined in the regulations), and that there is an asbestos register and an effective management plan in place, which does not present a significant risk to health or need any immediate payment. The surveyor does not consult the duty holder.

## **The report**

The surveyor produces a report of the inspection results for you to use but cannot accept any liability if it is used by anyone else.

If you decide not to act on the advice in the report, you do this at your own risk.

The report is aimed at providing you with a detailed understanding of the condition of the property to allow you to make an informed decision on serious or urgent repairs, and on the maintenance of a wide range of reported issues.

The surveyor notes in the report if it was not possible to check any parts of the property that the inspection would normally cover. If the surveyor is concerned about these parts, the report tells you about any further investigations that are needed.

## **Energy**

The surveyor has not prepared the Energy Performance Certificate (EPC) as part of the Level 3 Survey service for the property.

Where the EPC has not been made available by others, the surveyor will obtain the most recent certificate from the appropriate central registry where practicable.

If the surveyor has seen the current EPC, they will review and state the relevant energy efficiency rating in this report.

Where possible and appropriate, the surveyor will include additional commentary on energy-related matters for the property as a whole in the energy efficiency section of the report, but this is not a formal energy assessment of the building.

Checks will be made for any obvious discrepancies between the EPC and the subject property, and the implications will be explained to you.

As part of the Level 3 Survey service, the surveyor will advise on the appropriateness of any energy improvements recommended by the EPC where they feel it appropriate and practical to do so.

## **Issues for legal advisors**

The surveyor does not act as a 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, to state you should check whether there is a warranty covering replacement windows).

This report has been prepared by a surveyor merely in their capacity as an employee or agent of a firm, company, or other business entity ('the Company'). The report is the product of the Company, not of the individual surveyor.

All the statements and opinions contained in this report are expressed entirely on behalf of the Company, which accepts sole responsibility for them. For their part, the individual surveyor assumes no personal financial responsibility or liability in respect of the report, and no reliance or inference to the contrary should be drawn.

Nothing in this report excludes or limits liability for death or personal injury (including disease and impairment of mental condition) resulting from negligence.

## **Risks**

This section summarises defects and issues that present a risk to the building or grounds, or a safety risk to people. These may have been reported and condition rated against more than one part of the property or may be of a more general nature. They may have existed for some time and cannot be reasonably changed.

The Level 3 Building Survey report will aim to identify risks, explain the nature of the problems, and explain how the client may resolve or reduce the risk. If the property is leasehold, the surveyor gives you general advice and details of questions you should ask your legal advisers.

## **Cancelling this contract**

You should seek advice on your obligations under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ('the Regulations') and/or the Consumer Rights Act 2015 in accordance with section 2.6 of the current edition of the Home survey standard RICS professional statement.

## **Liability**

The report is provided for your use, and the surveyor cannot accept responsibility if it is used, or relied upon, by anyone else.

## **Notes**

These terms form part of the contract between you and the surveyor.

This report is for use in the UK.

## **Complaints handling procedure**

The surveyor will have a complaint handling procedure and will give you a copy if you ask for it. The surveyor is required to provide you with contact details, in writing, for their complaints department or the person responsible for dealing with client complaints. Where the surveyor is party to a redress scheme, those details should also be provided. If any of this information is not provided, please notify the surveyor, and ask for it to be supplied.