

Description of the RICS HomeBuyer Report . . .

The Service

The RICS HomeBuyer Service provided by VOSPERS includes:

- an inspection of the property (see 'The inspection' below)
- a report based on the inspection (see 'The report' below)
- a valuation, which is part of the report (see 'The valuation' below).

We aim to give you professional advice to help you to:

- make a reasoned and informed decision on whether to go ahead with buying the property
- make an informed decision on what is a reasonable price to pay for the property
- take account of any repairs or replacements the property needs
- consider any further advice you should take before committing to purchase.

The inspection

We inspect the inside and outside of the main building and all permanent outbuildings, but do not force or open up the fabric. This means that we do not take up carpets, floor coverings or floorboards, move furniture, remove the contents of cupboards, remove secured panels or undo electrical fittings. If necessary, we will carry out parts of the inspection when standing at ground level from public property next door.

We may also use equipment such as a damp meter, binoculars and torch, or a ladder for flat roofs and for hatches no more than three metres above level ground (outside) or floor surfaces (inside) if it is safe to do so. The surveyor may inspect the roof space from the access hatch but will not go into the roof space itself. Cellars are inspected if access is

reasonable but under floor voids are not inspected.

Services to the property

Services are often hidden within the construction of the property and, as a result, only the visible parts of the available services can be inspected. We will not carry out specialist tests, or test or assess the efficiency of electrical, gas, plumbing, heating or drainage installations (or whether they meet current regulations) or the inside condition of any chimney, boiler or other flue. Inspection chamber covers to the underground drainage system are not lifted.

Outside the property

We will inspect the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use. To inspect these areas, we walk around the grounds and any neighbouring public property. Buildings with swimming pools and sports facilities are also treated as permanent outbuildings, but we will not report on the leisure facilities, such as the pool itself and its equipment, landscaping and other facilities (for example, tennis courts and temporary outbuildings).

Flats

When inspecting flats, we will assess the general condition of outside surfaces of the building, as well as its access areas (shared hallways, staircases and so on). We will inspect roof spaces only if we can gain access to them from within the property. We will not inspect drains, lifts, fire alarms or security systems.

Dangerous materials, contamination and environmental issues

We will not make any enquiries about contamination or other environmental dangers. However, if a problem is suspected, further investigation will be recommended. We will assume that no harmful or dangerous

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materials have been used in the construction, and we will not have a duty to justify making this assumption. However, if the inspection shows that these materials have been used, we will report this and ask for further instructions.

We will not carry out an asbestos inspection, and will not act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2006. With flats, we will assume that there is a dutyholder (as defined in the regulations), and that an asbestos register and an effective management plan is in place which does not need any immediate payment or present a significant risk to health. We will not consult the dutyholder.

The report

VOSPERS will produce a report of their inspection 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 focuses on matters that, in our opinion, may affect the value of the property if not dealt with. The report is in a standard format and includes the following sections.

- A Introduction to the report
- B About the inspection
- C Summary of the condition ratings
- D About the property
- E Outside of the property
- F Inside of the property
- G Services
- H Grounds (including shared areas for flats)
- I Issues for your legal advisers
- J Risks
- K Valuation
- L Surveyor's declaration

What to do now

- Description of the HomeBuyer Service
- House diagram

We give condition ratings to the main parts (or 'elements') of the main building, garage, and some outside elements. The condition ratings are described as follows.

Condition rating 1

No repair is currently needed. The property must be maintained in the normal way.

Condition rating 2

Defects that need repairing or replacing but are not considered to be either serious or urgent. The property must be maintained in the normal way.

Condition rating 3

Defects that are serious and/or need to be repaired, replaced or investigated urgently

NI

Not inspected

We will note in the report if we were not able to check any parts of the property that would normally be covered. We will tell you if any further investigation is needed.

We will not report on the cost of any work to rectify defects or make recommendations on how these repairs should be carried out. However, there is general advice in the 'What to do now' section at the end of the report.

If, during the inspection, we identify issues that your legal advisers may need to investigate further, we will refer to these in the report. We will state the Energy Efficiency Rating and Environmental Impact Rating as stated on the Energy Performance Certificate on the home, if available. We will not specifically comment on any legal documents or any documents that may be included in a Home Report.

VOSPERS will report on property-related risks or hazards that will include defects that need repairing or replacing, as well as issues that have existed for a long time and cannot reasonably be changed but may present a health and safety risk or hazard.

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If the property is leasehold, we will give you general advice and details of questions you should ask your legal advisers.

and sales incentives of any description.

The valuation

We will give our opinion on both the market value of the property and the reinstatement cost at the time of our inspection. (See the 'Reinstatement cost' section opposite.)

Market value

'Market value' is the estimated amount a property should exchange for, on the date of the valuation, between a willing buyer and a willing seller, in an arm's length transaction after the property was properly marketed wherein the parties had each acted knowledgeably, prudently and without compulsion.

When deciding on the market value we make the following assumptions.

The materials, construction, services, fixtures and fittings, and so on

We assume that:

- an inspection of those parts which have not yet been inspected would not identify significant defects or cause an alteration to the valuation;
- no dangerous or damaging materials or building techniques have been used in the property;
- there is no contamination in or from the ground, and the ground has not been used as landfill;
- the property is connected to, and has the right to use, the mains services mentioned in the report; and
- the valuation does not take account of any furnishings, removable fittings

Legal matters

We will assume that:

- the property is sold with 'vacant possession' (your legal adviser can give you more information on this term);
- the condition of the property, or the purpose that the property is, or will be, used for does not break any laws;
- no particularly troublesome or unusual restrictions apply to the property, that the property is not affected by problems which would be revealed by the usual legal enquiries, and that you have applied for and acted in line with all necessary planning permission and Building Regulations permission (including permission to make alterations); and
- the property has the right to use the mains services on normal terms, and that the sewers, mains services and roads giving access to the property have been 'adopted' (that is, they are under local authority, not private, control).

We will report any additional assumptions we have made or found not to apply. If the property is leasehold, the general advice referred to above will explain what other assumptions have been made.

Reinstatement cost

'Reinstatement cost' is the cost of rebuilding an average home of the type and style inspected to its existing standard using modern materials and techniques and in line with current Building Regulations and other legal requirements. This includes the cost of rebuilding any garage, boundary or retaining

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walls and permanent outbuildings, and clearing the site. It also includes professional fees, but does not include VAT (except on fees). The reinstatement cost will help you decide on the amount of buildings insurance cover you will need for the property.

Standard terms of engagement

1. The service – VOSPERS will provide the standard RICS HomeBuyer Service ('the service') as outlined in this service description. Any additional service will be agreed in writing prior to inspection.
2. The surveyor inspecting the property will be a full Member or Fellow of the Royal Institution of Chartered Surveyors, who will have the skills, knowledge and experience to survey, value and provide a report on the property.
3. Before the inspection – you will confirm if there is an agreed, or proposed, price for the property, and if you have any particular concerns (such as plans for extension) about the property.
4. Terms of payment – The fee agreed and the terms of payment are outlined in the covering page of this document.
5. Cancellation policy – you are entitled to cancel this contract by giving notice to our office at least two working days (working days are Monday to Friday, excluding Bank Holidays) prior to the day of inspection.

If you cancel this contract, providing you have given notice to our office at least two working days prior to the day of inspection, we will refund any money you have paid for the service, except for any reasonable expenses.

If you cancel without two working days' notice prior to the day of inspection up to 100% of the original fee will be payable immediately.

If we cancel this contract, we will explain the reason to you.

We will not provide the service (and will report this to you as soon as possible) if, after arriving at the property, we decide that:

- We lack enough specialist knowledge of the method of construction used to build the property;
- It would be in your best interest to have a different type of service.

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6. Liability – the report is provided for your use, and VOSPERS cannot accept responsibility if it used by anyone else.

Provision of Service Regulations 2009

We comply with the above regulation by displaying details of our Professional Indemnity Insurance at our office.

Complaints handling procedure

VOSPERS have a complaints handling procedure and can supply on request.

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