

Description of the RICS Condition Report Service

The service

The RICS Condition Report Service includes:

- an **inspection** of the property (see 'The inspection'); and
- a **report** based on the inspection (see 'The report').

The surveyor who provides the RICS Condition Report Service aims to tell you about:

- the construction and condition of the property on the date it was inspected;
- any defects that need urgent attention or are serious;
- things that need further investigation to prevent serious damage to the fabric of the building; and
- defects or issues that may be hazardous to safety.

The inspection

The surveyor inspects the inside and outside of the main building and all permanent outbuildings, but does not force or open up the fabric. This means that the surveyor does not take up carpets, floor coverings or floorboards, move furniture, remove the contents of cupboards, roof spaces, etc., remove secured panels and/or hatches or undo electrical fittings. If necessary, the surveyor carries out parts of the inspection when standing at ground level from public property next door where accessible.

The surveyor may use equipment such as a damp-meter, binoculars and a torch, and may use a ladder for flat roofs and for hatches no more than 3 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 they are reasonably accessible, but under-floor voids are not inspected.

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; 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

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.

Buildings with swimming pools and sports facilities are also treated as permanent outbuildings, but the surveyor does 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).

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Flats

When inspecting flats, the surveyor assesses the general condition of outside surfaces of the building, as well as its access areas (for example, shared hallways and staircases). The surveyor inspects roof spaces from the access hatch only if they are accessible from within the property and it is safe to do so. The surveyor does not inspect drains, lifts, fire alarms and security systems.

Dangerous materials, contamination and environmental issues

The surveyor does not make any enquiries about contamination or other environmental dangers. However, if the surveyor suspects a problem, he or she should 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 these 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* 2006. With flats, the surveyor assumes that there is a 'dutyholder' (as defined in the regulations), and that in place are an asbestos register and an effective management plan which does not present a significant risk to health or need any immediate payment. The surveyor does not consult the dutyholder.

The report

The surveyor produces a report of the 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 information in the report, you do this at your own risk. The report provides you with an objective assessment on the general condition of the main elements of a property. This is expressed in terms of condition ratings.

The report is in a standard format and includes the following sections.

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

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Typical house diagram

Condition ratings

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

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Condition rating 3 – defects that are serious and/or need to be repaired, replaced or investigated urgently.

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 1 – no repair is currently needed. The property must be maintained in the normal way.

NI – not inspected.

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.

The surveyor only outlines the justification for the condition rating and does not include any advice. The surveyor also does not report on the cost of any work to put right defects or make recommendations on how repairs should be carried out.

Energy

The surveyor has not prepared the Energy Performance Certificate (EPC) as part of the RICS Condition Report Service for the property. If the surveyor has seen the current EPC, he or she will present the energy-efficiency and environmental impact ratings in this report. The surveyor does not check the ratings and so cannot comment on their accuracy.

Issues for legal advisers

The surveyor does not act as ‘the legal adviser’ and does not comment on any legal documents. If, during the inspection, the surveyor identifies any issues that legal advisers may need to investigate further, these will be listed and explained in section I of the report (for example, check whether there is a warranty covering replacement windows). You should show your legal adviser section I of this report.

This report has been prepared by a surveyor (‘the Employee’) on behalf of a firm or company of surveyors (‘the Employer’). The statements and opinions expressed in this report are expressed on behalf of the Employer, who accepts full responsibility for these.

Without prejudice and separately to the above, the Employee will have no personal liability in respect of any statements and opinions contained in this report, which shall at all times remain the sole responsibility of the Employer to the exclusion of the Employee.

In the case of sole practitioners, the surveyor may sign the report in his or her own name unless the surveyor operates as a sole trader limited liability company.

To the extent that any part of this notification is a restriction of liability within the meaning of the *Unfair Contract Terms Act 1977* it does not apply to death or personal injury 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, having existed for some time and which cannot reasonably be changed.

Note: The RICS Condition Report Service does not include an opinion on either the Market Value of the property or the reinstatement cost.

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Standard terms of engagement

- 1 **The service** – the surveyor provides the standard RICS Condition Report Service ('the service') described in the 'Description of the RICS Condition Report Service', unless you and the surveyor agree in writing before the inspection that the surveyor will provide extra services. Any extra service will require separate terms of engagement to be entered into with the surveyor. Examples of extra services include:
 - costing of repairs;
 - schedules of works;
 - supervision of works;
 - re-inspection;
 - detailed specific issue reports; and
 - market valuation and reinstatement cost.
- 2 **The surveyor** – the service is to be provided by an AssocRICS, MRICS or FRICS member of the Royal Institution of Chartered Surveyors, who has the skills, knowledge and experience to survey and report on the property.
- 3 **Before the inspection** – you tell the surveyor if you have any particular concerns about the property.
- 4 **Terms of payment** – you agree to pay the surveyor's fee and any other charges agreed in writing.
- 5 **Cancelling this contract** – you are entitled to cancel this contract by giving notice to the surveyor's office at any time before the day of the inspection. The surveyor does not provide the service (and reports this to you as soon as possible) if, after arriving at the property, the surveyor decides that:
 - (a) he or she lacks enough specialist knowledge of the method of construction used to build the property; or
 - (b) it would be in your best interests to have an RICS HomeBuyer Report or a building survey, rather than the RICS Condition Report Service.

If you cancel this contract, the surveyor will refund any money you have paid for the service, except for any reasonable expenses. If the surveyor cancels this contract, he or she will explain the reason to you.
- 6 **Liability** – the report is provided for your use, and the surveyor cannot accept responsibility if it is used, or relied upon, by anyone else.

Complaints handling procedure

The surveyor will have a complaints handling procedure and will give you a copy if you ask for it.

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



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Condition Report...