

# Description of the RICS HomeBuyer Service (Scotland)

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## The service

**The RICS HomeBuyer Service includes:**

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

**The surveyor who provides the RICS HomeBuyer Service aims to give you professional advice to help you to:**

- make an 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; and
- consider what further advice you should take before committing to purchase the property.

## The inspection

The surveyor carries out a non-disruptive visual inspection externally from ground level and internally from floor level. The surveyor inspects roofs, chimneyheads and other surfaces on the outside of the building where they are readily visible from ground level and, if necessary, from neighbouring public property where accessible. Internally this means that the surveyor does not lift carpets or floor coverings of floorboards, or move heavy furniture, stored items and insulation. The surveyor does not remove fixed covers or hatches.

The surveyor inspects the roof structure from inside the roof space. The surveyor also visually inspects the roof space where there is safe and reasonable access, normally defined as being from a 3 metre ladder within the property. If this is not possible, the surveyor will use other means to access the roof space if he or she deems it safe and reasonable to do so. The surveyor does not open fixed hatches, or move or lift insulation material, stored goods or other contents.

The surveyor inspects floor surfaces and, where possible, sub-floor areas. These are inspected only to the extent visible from a readily accessible and unfixed hatch by way of an inverted 'head and shoulders' inspection at the access point. Physical access to the sub-floor area may be taken, if the surveyor deems it safe and reasonable to do so, and may be subject to a minimum clearance of 1 metre between the underside of floor joists and the solum as determined from the access hatch. The surveyor does not open fixed hatches.

The surveyor cannot assess the condition of the inside of any chimneys, boiler or other flues, nor can the surveyor comment on areas that are inaccessible or concealed. If areas are not visible that would normally be inspected, these are identified and further investigation may be needed by a specialist contractor.

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The surveyor does not report on the cost of any work to put right defects or make recommendations on how these repairs should be carried out. Some maintenance and repairs the surveyor suggests may be expensive. Other matters may be reported where the surveyor judges this to be helpful and constructive.

### 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.

### 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).

### 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, or the communal roof space for flats, using a 3 metre ladder, only if there is safe and reasonable access after considering health and safety guidance. 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.

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### 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 advice in the report, you do this at your own risk. The report focuses on matters that, in the surveyor's opinion, may affect the value of the property if they are not addressed.

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

- A Introduction to the report
- B About the inspection
- C Overall opinion and summary of the condition ratings
- D About the property
- E Outside the property
- F Inside 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 RICS HomeBuyer Service
  - 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.

**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.

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### Issues for legal advisors

The surveyor does not report on the cost of any work to put right 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.

The surveyor does not act as 'the 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, check whether there is a warranty covering replacement windows).

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.

### Energy

The surveyor transcribes the energy-efficiency and environmental impact ratings as stated on the Energy Performance Certificate (EPC) on the home, if available. The EPC may not have been prepared by the surveyor who has prepared this report. If that is the case, then the figures stated have simply been lifted from the certificate that was exhibited to the surveyor and does not in any form confirm that they are correct, nor does it attach any liability to the surveyor who has prepared this report.

### Risks

The surveyor reports on property-related risks that include defects that need repairing or replacing, as well as defects that have existed for a long time and cannot reasonably be changed, but may present a risk. The surveyor reports on property-related risks or hazards that are identifiable and within the scope of the inspection.

## The valuation

The surveyor gives an opinion on both the Market Value of the property and the reinstatement cost at the time of the inspection (see the 'Reinstatement cost' section).

### Market Value

'Market Value' is the estimated amount for which a property should exchange 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.

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When deciding on the Market Value, the surveyor also makes the following assumptions.

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

The surveyor assumes that:

- an inspection of those parts that have not yet been inspected would not identify significant defects or cause the surveyor to alter 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 and sales incentives of any description.

### **Legal matters**

The surveyor assumes that:

- the property is sold with 'vacant possession' (your legal advisers 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 all necessary planning and Building Regulations permissions (including permission to make alterations) have been obtained and any works undertaken comply with such permissions; 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).

The surveyor reports any more assumptions that have been made or found not to apply.

### **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 walls and permanent outbuildings, and clearing the site. It also includes professional fees, but does not include VAT (except on fees).

The reinstatement cost helps you decide on the amount of buildings insurance cover you will need for the property.

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### Standard terms of engagement

- 1 **The service** – the surveyor provides the standard RICS HomeBuyer Service ('the service') described in the 'Description of the RICS HomeBuyer Service', unless you and the surveyor agree in writing before the inspection that the surveyor will give you additional advice.
- 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, value and report on the property.
- 3 **Before the inspection** – You inform the surveyor what the asking price of the property is or any agreed price that has been reached. You will also agree to advise the surveyor if you have any particular concerns or proposals for the property (such as plans for extension etc.).
- 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 he or she lacks enough specialist knowledge of the method of construction used to build the property.  
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. It is confidential to you and your professional advisors. The surveyor cannot accept responsibility if it is used by anyone else. Any such party relies on the report at its own risk.

### Complaints handling procedure

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

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

This report is for use in Scotland.