

Terms and Conditions - Level 1 Condition Survey

The Service

The Survey 7 Condition Survey Service includes:

- A visual inspection of the property
- A detailed report based on the inspection

The surveyor who provides the Level 1 Condition Survey aims to give you professional advice to:

- Focus on a specific area/element (known as the brief), as requested by the client, not the property as a whole.
- Provide an objective opinion about the condition of a specific area/element of the property, as was evident at the time of the inspection.
- The construction and condition of a specific area/element of the property, as evident on the date it was inspected.
- Any defects or issues that are serious, need urgent attention, or may require further investigation, focusing only on the specific area/element requested.

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 (both major and minor) that are evident. This inspection is intended to cover as much of the property as physically accessible. There are often limitations to the inspection which include floor coverings, furniture, inaccessible areas (e.g., high roofs), etc. Where there are limitations on the inspection those areas of the building will not be inspected or reported on.

The surveyor does not force or open up the fabric without occupier/owner consent, or if there is a risk of causing personal injury or damage. This includes taking up fitted carpets, 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 in 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.

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 other than through their normal operation in everyday use. 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. creeper plant) 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 therefore are inspected but the surveyor does not report on the leisure facilities, such as the pool itself and its equipment internally and externally, landscaping and other facilities (e.g. 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 and communal areas (e.g. shared hallways and staircases) and roof spaces, but only if they are accessible from within the property or communal areas. The surveyor also inspects (within the identifiable boundary of the 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.

Dangerous materials, contamination and environmental issues

The surveyor makes enquiries about contamination or other environmental dangers. If the surveyor suspects a problem, they will 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 2021. With flats, the surveyor assumes that there is a 'duty holder' (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 duty holder.

The Report

The surveyor produces a report of the results of 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 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 maintenance of a wide range of issues reported.

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

1. Introduction
2. About The Inspection
3. Understanding Your Report
4. Typical House Diagram
5. General Description of The Property
6. Survey Brief
7. The Survey
8. Condition Rankings
9. Matters for Legal Advisors
10. Environmental Hazards
11. Rights of Originator
12. Surveyor's Declaration
13. Standard Terms of Engagement
14. Maintenance Tips

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 does not report on the cost of any work to put right defects or make recommendations on how these repairs should be carried out, unless there is a separate agreement for this service.

Energy

The surveyor has not prepared the Energy Performance Certificate (EPC) as part of the Building Survey Service for the property. If the surveyor has seen the current EPC, they will present the energy efficiency rating in the report but does not check the rating and cannot comment on its accuracy. 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.

Issues for legal advisors

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 advisors may need to investigate

further, they surveyor may refer to these in the report (e.g. check whether there is a warranty covering replacement windows).

This report has been prepared by a surveyor ('the Individual Surveyor') merely in their capacity as an employee or agent of a firm or company or other business entity ('the Company'). The report is the product of the Company, not of the Individual Surveyor. All of the statements and opinions contained in this report are expressed entirely on behalf of the Company, which accepts sole responsibility for these. 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, having existed for some time and which cannot reasonably be changed.

If the property is leasehold, the surveyor gives you general advice and details of questions you should ask your legal advisers.

These include 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).

Standard Terms of Engagement

1. **The Service** – the surveyor provides the standard Survey 7 Building Survey Service ('the service') described in the 'Description of the Building Survey Service', unless you and the surveyor agree in writing before the inspection that the surveyor will provide an extra service. Any extra service will require separate terms of engagement to be entered into with the surveyor. Examples of extra services may include:
 - plan drawing
 - schedules of works
 - supervision of works
 - re-inspection
 - estimates of work
2. **The surveyor** – the service is to be provided by an AssocRICS, MRICS or FRICS member of the Royal Institute of Chartered Surveyors or Member of the CIOB/CABE who has the skills, knowledge and experience to survey and report on the property.
3. **Before the inspection** – this period forms an important part of the relationship between you and the surveyor. The surveyor will use reasonable endeavours to contact you

regarding your particular concerns regarding the property and explain (where necessary) the extent and/or limitations of the inspection and report. The surveyor also carries out a desktop study to understand the property better.

4. **Terms of payment** – you agree to pay the surveyor’s fees and any other charges agreed in writing. Payment to be made to Survey 7 Ltd immediately on receipt of The Survey.
5. **Cancelling this contract** – nothing in clause 5 shall operate to exclude, limit or otherwise affect your rights to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015, or under any such other legislation as may from time to time be applicable. Entirely without prejudice to any other rights that you may have under any applicable legislation, you are entitled to cancel this contract in writing by giving notice to the surveyor’s office at any time before the day of the inspection and in any event within fourteen days of entering into this contract as long as The Survey has not commenced. Please note that where you have specifically required that the surveyor provides services to you within fourteen days of entering into the contract, you will be responsible for fees and charges incurred by the surveyor up until the date of cancellation.
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](#)

Survey 7 have a complaints handling procedure and will give you a copy if requested.

NOTE – These terms form part of the contract between you and Survey 7 Ltd., by accepting the service, you agree to the terms of the Contract above including acceptance by email.