



**DRAFT - Domestic Condition Survey
Terms & Conditions of Engagement**

The Client:

TBC

Email:

Tel:

The Surveyor:

Janus Conservation Ltd
The Sanderum Centre
30A Upper High Street
Thame
Oxfordshire
OX9 3EX
Tel: 01844 211045

Janus Conservation Ltd
Michelin House
81 Fulham Road
Chelsea
London
SW3 6RD
Tel: 020 7129 1322

The Property to be Inspected:

TBC

Job Number:

TBC

Nature of the Service:

TBC

Details of Any Special Instructions from the Client:

TBC

Likely Inspection Date:

TBC.

Likely Report Delivery Date and Delivery Format:

7 working days of inspection.

Agreed Fee:

TBC - £ Ex VAT (£ Inc VAT)

Fees for Additional Services (Exclusive of VAT):

TBC

Payment Arrangements:

Invoice to be raised on completion of report and payment to be made by BACS within 14 days of invoice.

Client's signature:

.....

I confirm that I have read, understood and accept the terms and conditions of engagement.

Print name:

.....

Date:

.....

Specific Details of the Contract for All Levels of Service

Assumptions

Unless otherwise expressly agreed, while preparing the report we will assume that:

- The property (if for sale) is offered with vacant possession
- The property is connected to mains services with appropriate rights on a basis that is both known and acceptable to you; and
- Access to the property (if for sale) has been agreed by the current owner.

Report

The reports we produce are an appraisal of condition and focus on defects and the root causes of defects. They are not a schedule of dilapidations and therefore will not highlight every defect. Rather, they will concentrate on defects which are deemed by the surveyor to be 'significant' or of high repair/maintenance costs and which would reasonably influence an individual's decision to purchase the property.

Janus Conservation is an environmentally conscious company and is striving to become paperless. Reports therefore will be issued in .pdf format and are designed to be read electronically. Should you require a hard copy however, we are happy to produce and post this at cost.

Building Services

A specialist appraisal of the building services (mechanical and electrical) and subterranean drainage does not form part of our **Level 1** or **Level 3** service packages, though it does form part of our **Level 3 Plus** service package.

At **Level 1** and **Level 3**, where possible and safe to do so, manhole covers will be lifted, drains visually inspected and comment made within the report if deemed necessary by the surveyor.

Please read the specifics of each service package below for more information.

Budget Cost Estimates

Our **Level 1** service package does not include budget cost estimates as standard, though these can be included if agreed prior to undertaking the inspection.

Budget cost estimates are however included for the areas inspect however at **Level 3 - excluding** building services - and at **Level 3 Plus including** building services.

Please note however that repair costs can vary dramatically, and often depend on the current situation of the contractor/builder and how much they value the job. Therefore, any estimates provided are 'ballpark' and based on our experience of the industry and recently priced projects. In situations where more detail than this is required, we highly recommend that you employ the services of a quantity surveyor/estimator or obtain several quotes from builders.

Dangerous Materials, Contamination and Environmental Issues

The surveyor will make no enquiries about contamination or other environmental dangers. If we suspect a problem, we will recommend further investigations.

We will assume that no harmful or dangerous materials have been used in the construction or subsequent repairs of the property. However, all surveyors have current asbestos awareness training and will take precautions where necessary. If possible, asbestos containing materials (ACMs) are noted during the inspection, these areas may not be fully surveyed on grounds of health and safety and this will be reported to you.

We do not carry out an asbestos inspections or act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2012.

With flats, we assume there is a 'duty holder' (as defined in the Regulations), an asbestos register and an effective management plan all in place and none of these presents a significant risk to health or need any immediate action. I do not consult the duty holder.

We will note the presence of lead water supply pipes and give general advice if these materials can be seen. However, you must appreciate that materials are often concealed within the construction of the building. If we are concerned about lead pipes, we may recommend a specialist inspection and report.

We will advise if the property is in an area where, based on information published by the Health Protection Agency, there is a risk of radon radiation. In such cases, we will advise on further tests to establish the precise radon level.

Consents, Approvals and Searches

We will assume that the property is not subject to any unusual or especially onerous restrictions or covenants which apply to the structure or affect the reasonable enjoyment of the property.

We will assume that all building regulations, planning permissions, listed building consents and any other consents required have been obtained, but will identify where these consents may have been required. You should ask your legal adviser to follow up on these matters.

We will not inspect drawings and specifications unless you specifically ask, which is likely to incur an additional fee.

We will assume that the property is unaffected by any matters which would be revealed by a local search (or their equivalent in Scotland, Northern Ireland and Wales) and replies to the usual enquiries, or by a statutory notice, and that neither the property, nor its condition, its use or its intended use, is or will be unlawful.

Referral Fees

We do not pay a referral fee or equivalent inducement to any party who may have recommended our services to you.

Restriction on Disclosure

The report is for your private and confidential use. You must not reproduce it completely or in part. Third parties (with the exception of your professional advisers) cannot use it without our express written authority. Any other persons rely on the report at their own risk.

Complaints

We will do our utmost to provide you with an excellent service. However, if you believe that you have cause for complaint, our company has a complaints procedure and alternative dispute resolution service, a copy of which can be given to you on request.

Level 1 Survey

General Description of Level 1 Service

This service is designed for people (who may be buyers, sellers and owners) who want an objective report on the condition of the property at an economic price. As a result, it is less comprehensive than a **Level 3** or **Level 3 Plus** service.

The focus is on making an objective assessment of the general condition of the property and significant defects.

The inspection is not exhaustive, therefore there is a risk that certain defects may not be found that would otherwise have been if a more extensive inspection had been undertaken.

This assessment should provide you with an objective view of the overall condition of the property, help you to make an informed purchase decision and, once in ownership, establish appropriate repair/improvement priorities.

The Level 1 Report

The report will:

- Generally, be no more than one or two A4 pages in length
- Rarely contain photographs unless thought appropriate
- Succinctly discuss important observations and comment on significant aspects of the building's fabric relating to condition and upkeep.

Level 3 Survey

General Description of Level 3 Service

Level 3 surveys are the most appropriate level for most domestic properties considered to be in a 'reasonable' condition, of low statutory listing or complexity and where certification of the building services has been provided by the vendor.

Inspection

The inspection will be comprehensive and is likely to take at least a full day on site, though no opening up or sampling will take place.

Windows

We will attempt to open a sample of the windows, though an assessment of the feasibility of fully closing the window will be made before doing so. We cannot guarantee that windows will close after opening.

Roof Space

We will enter the roof space and visually inspect the roof structure and covering if it is safe and reasonable to do so, with particular attention paid to those parts vulnerable to deterioration and damage.

We will not remove secured access panels and/or lift insulation material, stored goods or other contents.

Floors

We will closely inspect the surfaces of exposed floors, but I will not lift carpets, floor coverings or floorboards, or move furniture. Where floors have unfixed access hatches or floorboards, where appropriate, we will look in any spaces below the floor by an inverted 'head and shoulder' inspection only. We will not enter the sub-floor area.

Furniture and Occupiers' Possessions

We will not move furniture or possessions.

Services (Drainage, Heating, Electrics)

Where possible and safe to do so, manhole covers will be lifted, drains visually inspected and comment made within the report if deemed necessary by the surveyor. We will not however undertake a subterranean CCTV inspection of the drainage.

You should be aware that this is an area of specialism, and a building surveyor can ascertain very little from a visual inspection alone.

We therefore always recommend that building services are inspected independently by a sub-consultant (which forms part of the **Level 3 Plus** survey package) as there is often a high repair cost liability attributed to these elements.

The Grounds

We will visually inspect the garden/grounds during a general walk around, and, where necessary and appropriate, from adjoining public property. We will include such external features as retaining walls, gardens, drives, paths, terraces, patios, steps, hard standings, dropped kerbs, gates, trees, boundary walls, fences, non-permanent and outbuildings.

Where we think the condition of these features may affect your purchase decision, we will describe these problems thoroughly. Examples include retaining walls in danger of collapsing, deeply sunken paths or driveways, dilapidated boundary walls or fences, and so on.

We will inspect the inside and outside of all permanent outbuildings not attached to the main dwelling. This includes garages, summer houses, substantial greenhouses, follies and leisure buildings, but not the leisure facilities inside, for example swimming pools, saunas, fitness gyms, and so on.

Other issues will typically include listed building/conservation area matters and unauthorised development (including sustainable drainage, safety issues, invasive species, automatic gates, and so on).

We will use a ladder, camera pole or drone (where legal) to inspect a roof that is not visible from a window or another part of the building.

The Level 3 Report

The report will:

- Be tabulated, itemised and avoid using sprawling text or jargon
- Prioritise defects using a predetermined set of criteria
- Systematically discuss building elements, starting from the roof and moving downwards
- Discuss important observations and comment on significant aspects of the building's fabric relating to condition and upkeep
- Use large format, high resolution and annotated photographs to illustrate defects and locations
- Make positive, clear and pointed recommendations on repair and upkeep
- Make it clear when you should obtain further advice or undertake more detailed investigations.

Level 3 Plus Survey

General Description of Level 3 Plus Service

Level 3 Plus surveys provide the most detailed inspection package and are generally reserved for properties of high listed status, great age, poor condition, known issues or high value - over £1 million.

Inspection

Again, the inspection will be comprehensive and is likely to take at least a full day on site, though no opening up or sampling will take place.

The structural condition inspection will however be complimented by a full appraisal of the building services (M&E) and subterranean drains (CCTV inspection), which will be undertaken by a specialist sub-consultant. We will also interpret the results of this inspection and feed the results into our overall assessment of the building's health.

Windows

We will attempt to open a sample of the windows, though an assessment of the feasibility of fully closing the window will be made before doing so. We cannot guarantee that windows will close after opening.

Roof Space

We will enter the roof space and visually inspect the roof structure and covering if it is safe and reasonable to do so, with particular attention paid to those parts vulnerable to deterioration and damage.

We will not remove secured access panels and/or lift insulation material, stored goods or other contents.

Floors

We will closely inspect the surfaces of exposed floors, but I will not lift carpets, floor coverings or floorboards, or move furniture. Where floors have unfixed access hatches or floorboards, where appropriate, we will look in any spaces below the floor by an inverted 'head and shoulder' inspection only. We will not enter the sub-floor area.

Furniture and Occupiers' Possessions

We will not move furniture or possessions.

Services (Drainage, Heating, Electrics)

Level 3 Plus surveys include a full and independent inspection of the subterranean drainage system (using CCTV) and the internal mechanical and electrical (M&E) building services. This will be undertaken by a specialist M&E consultant with vast experience of historic and listed buildings.

The survey will lead to the production of an itemised report which will include defects, recommendations and provide budget cost estimates for repair.

The Grounds

We will visually inspect the garden/grounds during a general walk around, and, where necessary and appropriate, from adjoining public property. We will include such external features as retaining walls, gardens, drives, paths, terraces, patios, steps, hard standings, dropped kerbs, gates, trees, boundary walls, fences, non-permanent and outbuildings.

Where we think the condition of these features may affect your purchase decision, we will describe these problems thoroughly. Examples include retaining walls in danger of collapsing, deeply sunken paths or driveways, dilapidated boundary walls or fences, and so on.

We will inspect the inside and outside of all permanent outbuildings not attached to the main dwelling. This includes garages, summer houses, substantial greenhouses, follies and leisure buildings, but not the leisure facilities inside, for example swimming pools, saunas, fitness gyms, and so on.

Other issues will typically include listed building/conservation area matters and unauthorised development (including sustainable drainage, safety issues, invasive species, automatic gates, and so on).

We will use a ladder, camera pole or drone (where legal) to inspect a roof that is not visible from a window or another part of the building.

The Level 3 Plus Report

The report will:

- Be tabulated, itemised and avoid using sprawling text or jargon
- Prioritise defects using a predetermined set of criteria
- Systematically discuss building elements, starting from the roof and moving downwards
- Discuss important observations and comment on significant aspects of the building's fabric relating to condition and upkeep
- Use large format, high resolution and annotated photographs to illustrate defects and locations
- Make positive, clear and pointed recommendations on repair and upkeep
- Make it clear when you should obtain further advice or undertake more detailed investigations.