



## **TERMS AND CONDITIONS**

### **RICS LEVEL 2 HOME SURVEY AND RICS LEVEL 3 HOME SURVEY**

These Terms and Conditions apply to the provision of a RICS Level 2 Home Survey and/or RICS Level 3 Home Survey carried out by Haydens Residential Surveyors Ltd ("the Surveyor", "we", "us").

The client ("you") is the person or organisation named in the Order or quotation.

The Order and these Terms and Conditions together form the contract between you and us.

By instructing us to undertake the survey you confirm that you have read, understood and accepted these Terms and Conditions.

### **THE SURVEY SERVICE**

We will provide either:

- a RICS Level 2 Home Survey; or
- a RICS Level 3 Home Survey

as stated in the Order or quotation.

All surveys are carried out in accordance with the RICS Home Survey Standard (1st edition, effective March 2021), the RICS Rules of Conduct, and applicable professional practice guidance.

The survey will be undertaken by a suitably qualified RICS member or Associate member acting under the supervision of the firm.

### **SUMMARY OF THE SERVICE**

The survey:

- is a visual, non-invasive inspection of the accessible parts of the property
- identifies significant defects and matters requiring repair or further investigation
- provides a written report in electronic format (PDF)
- may include photographs where appropriate
- may include drone imagery where safe and appropriate

The survey does not:

- involve opening up the structure or fabric of the building
- test building services (heating, plumbing, electrics or drainage)
- constitute a structural engineering inspection
- constitute an asbestos survey
- constitute an invasive damp or timber survey

- constitute a Japanese Knotweed or invasive plant survey
- provide a guarantee or warranty on the property.

Unless specifically requested and agreed in writing, the survey does not include:

- market valuation
- reinstatement cost assessment
- repair cost estimates.

## **DIFFERENCES BETWEEN LEVEL 2 AND LEVEL 3 SURVEYS**

### **RICS Level 2 Home Survey**

A Level 2 survey provides a clear and concise assessment of the condition of a conventional property in reasonable condition and highlights significant defects and matters requiring attention.

### **RICS Level 3 Home Survey**

A Level 3 survey provides a more detailed inspection and assessment typically suitable for older properties, altered properties, buildings of non-traditional construction, or properties in poor condition.

The Level 3 survey provides more detailed commentary on defects and possible repair approaches where appropriate, but it remains a visual and non-invasive inspection.

## **HOW THE SURVEY IS CARRIED OUT**

The inspection is visual and non-invasive and will cover the accessible parts of the property including external walls, roof coverings, roof spaces where accessible, internal accommodation, visible services and permanent outbuildings.

We will not move heavy furniture, lift floor coverings, remove secured panels or carry out destructive testing.

The extent of inspection depends on access available at the time, health and safety considerations and weather conditions. Any limitations encountered during the inspection will be clearly stated in the report.

## **EQUIPMENT AND TECHNOLOGY**

During the inspection we may use equipment including moisture meters, binoculars, ladders, telescopic cameras or poles, photography equipment and unmanned aerial vehicles (drones) where appropriate.

Drone operation will comply with UK Civil Aviation Authority regulations and will only be undertaken where it is safe and lawful to do so.

Where drone use is prevented by weather conditions, safety considerations or local restrictions, inspection will be limited to views obtainable from ground level.

## **ARTIFICIAL INTELLIGENCE AND DIGITAL TOOLS**

In line with RICS professional guidance on the governance of Artificial Intelligence, we may use

digital tools or AI-assisted technologies to support certain administrative or analytical processes such as document preparation, image processing and drafting assistance.

All professional opinions, conclusions and advice contained within the survey report are reviewed and approved by a qualified surveyor.

Artificial intelligence tools are used only as supporting tools and do not replace professional judgement. Haydens Residential Surveyors Ltd remains fully responsible for the content and accuracy of the report.

### **SERVICES (HEATING, PLUMBING, ELECTRICAL ETC.)**

Building services including heating, plumbing, drainage, gas and electrical installations are generally concealed within the construction of the property.

We do not test or operate building services as part of the survey. The inspection is limited to a visual assessment of any accessible and exposed parts of the services installation.

The survey does not confirm the safety of services, the efficiency or performance of installations, compliance with current regulations, or the internal condition of pipework, wiring, drains, boilers or flues.

Where concerns are identified we may recommend specialist inspection or testing by appropriately qualified contractors.

### **HAZARDOUS MATERIALS AND ENVIRONMENTAL MATTERS**

The survey does not constitute an asbestos survey, contaminated land investigation or environmental risk assessment.

Where materials suspected of containing hazardous substances are visible this will be reported and specialist advice recommended.

### **USE OF THE REPORT**

The report is prepared solely for the named client.

It may not be relied upon by any other person without our prior written consent and we accept no responsibility to third parties who rely on the report without such consent.

### **PROFESSIONAL INDEMNITY INSURANCE**

Haydens Residential Surveyors Ltd maintains professional indemnity insurance appropriate to the nature of the services provided.

Details of this insurance, including the level of cover and insurer, are available upon reasonable request.

### **PRICE AND PAYMENT**

The price for the service is stated in the Order or quotation. Payment is normally required prior to the inspection unless otherwise agreed.

## **CANCELLATION AND NO SURVEY – NO FEE POLICY**

You may cancel your instruction at any time by notifying us in writing including by email.

We operate a “No Survey – No Fee” policy meaning that if you cancel the survey up to the day before the scheduled inspection no fee will be charged and any payment made will be refunded in full.

If the survey is cancelled on the day of the inspection, or if we attend the property and are unable to carry out the inspection due to circumstances outside our control such as lack of access, we reserve the right to charge a reasonable administration fee to cover time and costs incurred.

Where the contract has been formed at a distance you may also have statutory cancellation rights under the Consumer Contracts Regulations 2013 allowing cancellation within 14 days provided the survey has not yet been carried out.

## **LIMITATION OF LIABILITY**

We will carry out the service using reasonable skill and care.

Our liability for loss or damage arising from the survey shall be limited to the level of professional indemnity insurance maintained by the firm unless a different limit is agreed in writing.

We do not exclude liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot lawfully be excluded.

## **COMPLAINTS HANDLING**

If you have a complaint about our service you should contact us.

We operate a formal complaints handling procedure in accordance with RICS regulatory requirements.

If the complaint cannot be resolved internally you may refer the matter to:

The Property Ombudsman  
[www.tpos.co.uk](http://www.tpos.co.uk)

## **DATA PROTECTION**

Your personal information will be processed in accordance with UK data protection legislation and our privacy policy.

## **GOVERNING LAW**

These Terms and Conditions are governed by English law and disputes will be subject to the jurisdiction of the courts of England and Wales.