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Description of the Julian Wilkins & Co. Chartered Surveyors Snagging Survey for New Build Properties

The Service

The Julian Wilkins & Co. Chartered Surveyors Snagging Survey for New Build Properties includes:

- ◆ An inspection of the property;
- ◆ A telephone consultation with the surveyor on the date of the inspection;
- ◆ A report based on the inspection.

The surveyor who provides the service aims to give you professional advice to help you:

- ◆ Be informed of the current condition of the property on the date of the inspection;
- ◆ Bring any outstanding minor and major items that ought to be rectified prior to taking possession of the property to the attention of the builder/developer so that any outstanding issues/defects are dealt with before you take possession of the property;
- ◆ Be aware of any further investigations/advice that may be necessary before you take possession of the property.
- ◆ Identify any matters for your legal advisor to investigate prior to purchase.

The Inspection

The surveyor visually inspects the exterior and interior of the main house, any garages, any permanent outbuildings, along with any gardens and grounds. The building fabric is not opened up during the inspection. The surveyor will not lift fitted floor coverings or floor boards or remove secured panels and/or hatches. The surveyor will carry out a visual inspection of the services where components and fittings are not hidden within the fabric of the building or the grounds.

If required, the surveyor will undertake parts of the inspection standing at ground level from nearby public property where accessible.

The surveyor may use standard equipment 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.

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 appliances (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).

Inside the Property

The surveyor inspects each room within the main house, including any utility, hallway and under stairs (where accessible) areas. The surveyor also inspects any roof spaces, where these are reasonably accessible.

Flats

When inspecting new build flats, the surveyor assesses the condition of outside surfaces of the building, as well as its access areas (for example, shared hallways and staircases). The surveyor inspects roof spaces only if they are accessible from within the subject property. The surveyor does not inspect drains, lifts, fire alarms and security systems. However, the surveyor will comment on the existence of any alarms within the property or communal accessways.

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, further investigation will be recommended.

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.

Warranties

The surveyor will make enquiries with the nominated agents as to whether any warranty exists for the buildings' construction and will advise whether any further enquiries into any such warranties by your legal advisor are necessary.

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, should be addressed and remedied prior to you taking possession of the property.

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

1. Preliminary notes
2. General Information
3. Main House - External Areas
4. Garages (if any)
5. Services

6. Grounds and Boundaries
7. Main House – Internal Areas
8. Conclusions

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.

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 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 the construction of the building).

The report will be prepared by a surveyor (‘the Individual Surveyor’) merely in his or her 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 the report are expressed entirely on behalf of the Company, which accepts sole responsibility for these. For his or her 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 the report excludes or limits liability for death or personal injury (including disease and impairment of mental condition) resulting from negligence.

Standard Terms of Engagement

1. **The Service** – the surveyor provides the standard The Julian Wilkins & Co. Chartered Surveyors Snagging Survey for New Build Properties (‘the service’) described in the ‘Description of the Julian Wilkins & Co. Chartered Surveyors Snagging Survey for New Build Properties’, 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.
2. **The Surveyor** – the service is to be provided by an MRICS 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 agree to inform 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** – nothing in this clause 5 shall operate to exclude, limit or 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. Please note that where you have specifically requested 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

The surveyor will have a complaints handling procedure and will give you a copy if you ask. The surveyor is required to provide you with contact details, in writing, for their complaints department or the person responsible for dealing with client complaints. Where the surveyor is party to a redress scheme, those details should also be provided. If any of this information is not provided, please notify the surveyor and ask that it be supplied.

Note: These terms form part of the contract between you and the surveyor. This report is for use in England, Wales, Northern Ireland, Channel Islands and Isle of Man.