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The Single Survey

Property Inspection Technical Guidance for the completing of Single Surveys

INTRODUCTION

The purpose of these Inspection and Reporting Requirements is to assist chartered surveyors to produce Single Survey Reports in accordance with the requirements of the Housing (Scotland) Act 2006 and the Housing (Scotland) Act 2006 (Prescribed Document) Regulations 2008.

The Single Survey is a Level 2 Homebuyers Survey and Valuation (HSV) equivalent survey which includes a valuation. Chartered surveyors should always bear in mind that the principle purpose of the Single Survey Report is to assist the main parties to the transaction by reporting in an objective way. Advice will be given by use of easy to understand repair categories. Single Surveys will be prepared by members of the Royal Institution of Chartered Surveyors. The individual chartered surveyor must be competent to survey, value and report upon Residential Property. The Single Survey is a prescribed document. The Single Survey is arranged in 4 parts and also contains an Energy Report. Part 1: Information and Scope of Inspection. Part 2: Report on the Condition of the property. Part 3: Accessibility Information (basic information on door widths, number of steps to property etc). Part 4: Valuation and Conveyancer Issues. The Energy Report: includes an energy efficiency rating and an indication of carbon dioxide emissions.

It is recognised that a key issue in most house transactions is whether the house is of a type that qualifies for a mortgage. The mandatory RICS Single Survey Terms and Conditions provide for the chartered surveyor to also seek consent to provide a Generic Mortgage Valuation Report for lending purposes, however, this is not mandatory. Generally a Generic Mortgage Valuation Report would be required before a chartered surveyor could comply with a request to provide a prospective purchaser with a Transcript Mortgage Valuation for lending purposes. Failure to provide a Generic Mortgage Valuation Report to all prospective purchasers would preclude the provision of a bespoke Transcription Mortgage Valuation report to an individual prospective purchaser's Lender or the chartered surveyor would be in breach of his duty of care. It is essential that chartered surveyors fully understand the duty of care that they owe to sellers, potential buyers, buyers and lenders before they undertake this work. This document is arranged in two parts with an annex A and B:

- Part 1: identifies those issues that are mandatory
- Part 2: provides general advice and guidance
- Annex A: comprises the RICS Model Engagement letter and Terms and Conditions
- Annex B: comprises a note of properties exempted by the Regulations

PART 1 RICS SCOTLAND MANDATORY REQUIREMENTS

- 1.1.1 The terms on which the Single Survey Report is prepared govern the extent of the duties of chartered surveyors to produce the Report. All Single Survey instructions must be confirmed in writing. RICS Scotland recommends the use of the Letter of Engagement and requires the use of the Terms and Conditions contained in Annex A of these Guidance Notes.
- 1.1.2 Chartered surveyors owe a duty of care to potential buyers, buyers, sellers and lenders. The Single Survey and the accompanying mandatory Terms and Conditions describe both the extent and limitations of the liability of the chartered surveyor.
- 1.1.3 If chartered surveyors undertake to provide a Mortgage Valuation Report to a Lender, then this must be on terms and conditions agreed between the surveyor and the Lender. A Generic Mortgage Valuation Report must be provided to the Seller and ALL prospective purchasers before a lender's Transcript Mortgage Valuation Report can be provided on behalf of a prospective purchaser. Failure to comply with this requirement will result in the chartered surveyor breaching his duty of care. This will result in disciplinary action by RICS Scotland.
- 1.1.4 Providing repair cost information to buyers or prospective buyers is acting in conflict of interest, and is not permitted.
- 1.1.5 When chartered surveyors are invited to undertake a Single Survey Report for close friends or close family, they must consider whether the relationship might be interpreted as leading to bias and whether they should decline the commission. At the very least, they must disclose the fact and nature of such a relationship on the face of the Report by ticking the 'previous business relationship' box. This Guidance does not specify what is meant by the phrase 'close friends and close family' as the extent to which a potential for conflict exists depends on the nature of the particular relationship in question. Almost certainly the phrase includes brothers, sisters, parents, spouses, common law partners and civil partners (including former spouses, common law and civil partners). The closer the relationship, the more likely it is to give rise to a perception of bias and so the more unwise it would be for chartered surveyors to accept the commission.
- 1.1.6 Part 1 of the Single Survey Report contains the Scope of Inspection. This is considered to be of high importance and chartered surveyors must understand it and be able to explain it to consumers.
- 1.1.7 The Terms and Conditions must be provided at the front of all Single Survey Reports and form an integral part of ALL Single Survey Reports.

1.2 SUITABILITY OF PROPERTIES FOR THE SINGLE SURVEY

- 1.2.2 The Single Survey is designed for all houses which are to be sold in Scotland, except those exempted by the Regulations. Properties which are exempted by the Regulations are shown in Annex B to this Guidance.

1.3 PROFESSIONAL INDEMNITY INSURANCE

- 1.3.1 Chartered surveyors must be covered by suitable indemnity insurance when preparing Single Survey Reports.

1.4 INSTRUCTIONS

- 1.4.1 Chartered surveyors must understand and be able to explain to consumers the requirements of the regulations made under the Housing (Scotland) Act 2006 relating to Single Survey Reports and must keep abreast of current legislation affecting their work. In particular, the Surveyor must explain that he/she will not provide an amended report except to correct factual inaccuracies.
- 1.4.2 Chartered surveyors must know their limitations, particularly in regard to the types of property that fall outside their experience and competence. Instructions outside this expertise must be declined.
- 1.4.3 Chartered surveyors must be completely familiar with the Single Survey format, the terms on which the Single Survey Report and any Generic Mortgage Valuation reports and Transcript Mortgage Valuation reports are to be prepared.
- 1.4.4 The Single Survey is a Level 2 HSV equivalent report. Chartered surveyors must set aside sufficient time for the inspection.
- 1.4.5 Any circumstance that might lead to an actual or perceived conflict of interest must be explored with the seller and/or the person from whom instructions are received.
- 1.4.6 Chartered surveyors must identify whether they have any personal or business relationship with any person involved in the sale of the property, and/or the property itself and if so, they must disclose this in the 'Previous Business Relationship Disclosure' box in Part 1 of the Terms and Conditions.

1.5 CONFIRMING INSTRUCTIONS

- 1.5.1 Chartered surveyors must ensure that the Terms and Conditions on which the Single Survey Report is provided is included with the Letter of Engagement. Terms and conditions must be formally agreed before a Single Survey inspection is undertaken.

1.6 PREPARING FOR THE INSPECTION

- 1.6.1 Chartered surveyors must use their local knowledge to complete the Single Survey Report. In the event that chartered surveyors do not have such knowledge of the area where the inspection is being undertaken, they must satisfy themselves that they can competently undertake the Single Survey.
- 1.6.2 Chartered surveyors must possess and ensure that they have all the necessary equipment and essential tools with them at all times to undertake the inspection in a satisfactory manner and check that the tools and equipment are all in good working order.

1.7 INSPECTION

- 1.7.1 Chartered surveyors must identify themselves to the person at the property at the time of inspection.
- 1.7.2 Chartered surveyors must adhere to the description of the inspection in the terms in the Single Survey. They must record any restrictions found on site, and report accordingly, in the boxes provided in the Report.

- 1.7.3 The inspection must not be destructive or invasive (ie cause any significant permanent marking, damage, harm or injury to the building fabric), even if the seller gives verbal permission for them to do so during the inspection.
- 1.7.4 Where a complete inspection is impractical (eg lack of access due to an ill occupant in one room), chartered surveyors must normally arrange a further inspection. If this is not practical, the failure to inspect the room must be stated in the Report and the reason given.
- 1.7.5 The inspection must be conducted only from the property itself and any adjoining public space. Chartered surveyors must decline any suggestion from the seller to trespass onto neighbouring property.
- 1.7.6 Chartered surveyors must use all suitable vantage points to view as much of the property as possible, without exposing themselves to danger or undue difficulty.
- 1.7.7 Access equipment (eg a ladder or tower scaffold) suitable for the task must be used for the external inspection of flat roofs, and other elements that cannot be observed either from the ground, or from an upstairs window. Chartered surveyors should not use access equipment to climb higher than one storey.
- 1.7.8 If the services are 'turned off' at the time of the inspection, this must be reported in the Single Survey.
- 1.7.9 If children or young people under the age of 16 are left in charge of the property, chartered surveyors must postpone the inspection until a responsible adult can be present.
- 1.7.10 Chartered surveyors must not accept any gifts or invitations, which could be interpreted as an attempt to influence their objectivity and decisions in any way.

1.8 **TIMESCALES**

- 1.8.1 Chartered surveyors must obtain sufficient information in advance to decide on the time required to complete the inspection so as to ensure that Single Survey Reports are complete and comprehensive. There are no set timescales for inspection or report delivery. Chartered surveyors must be aware of the risks resulting from inadequate inspection and professional reflection, and from hastily prepared reports.

1.9 **FEES**

- 1.9.1 If chartered surveyors provide other professional services either a) for the seller (eg by way of a refreshed Single Survey) or b) for the buyer (eg examination of documentation to assist the conveyancing process or provision of a transcript report) which go beyond the scope of the Single Survey, these services must be invoiced separately.

1.10 **RECORDS AND FILES**

- 1.10.1 Chartered surveyors must make accurate and legible records of the inspection and required by their PI Insurers or own office protocol. The records must be maintained securely for a period not less than 15 years or any other such period as detailed to enable an unconnected third party to interpret the chartered surveyors inspection findings.

1.10.2 The identification of the construction, materials and condition of the property forms the basis for the assessment of the building and the Condition Ratings of the building elements. Such descriptions must therefore be included in the site notes.

1.10.3 Records must also be kept of all queries, communications, etc related to the inspection and reporting of a property. A record must be kept of any change made to a draft report and a detailed rationale in support of the change.

1.11 SECURITY OF INFORMATION

1.11.1 Chartered surveyors may come across personal information about the various parties, in particular the owner, occupier(s) and seller of the property, which has no relevance to the Single Survey Report. Such information must not be recorded in the site notes or divulged to third parties. However, chartered surveyors must not treat this provision as a reason to ignore their common law duties and responsibilities.

1.11.2 Chartered surveyors must not use any information about the property in any other context without first obtaining the owner and/or seller's written permission.

1.11.3 Chartered surveyors must keep all information records safe and secure.

1.12 HEALTH AND SAFETY RISKS

1.12.1 Chartered surveyors must know and comply with the requirements of the Health and Safety at Work Regulations.

1.12.2 When visiting sites where construction works are in progress, chartered surveyors must comply with the Site Manager's directions regarding the wearing of safety equipment.

1.13 THE SINGLE SURVEY REPORT

1.13.1 Single Survey Reports must be complete, objective and satisfy relevant codes of practice and standards.

1.13.2 The standard format is compulsory and must not be altered or added to in any way.

1.13.3 The Single Survey is only concerned with the construction, defects and condition of the building elements. Chartered surveyors must not give opinions as to the usefulness, marketability or attraction of the property, or any parts of it (such as the building, accommodation or grounds).

1.13.4 Security measures designed to reduce the risk of unlawful entry to a property, or the absence of such measures, must not be described in the Single Survey.

1.13.5 The Single Survey provides a snapshot of the property at the date of the inspection and chartered surveyors should not comment on any planned future alterations.

1.13.6 Chartered surveyors must have a working knowledge of all Building Regulations that are relevant to the inspection and when any relevant regulations came into force.

1.13.7 Although the costs of necessary remedial works and repairs may influence a chartered surveyors decisions as to the appropriate Condition Rating, reporting on cost of such work is outside the scope of the Single Survey.

- 1.13.8 When acting as a chartered surveyor in the provision of a Single Survey, the chartered surveyors must not act as specialists concerning potentially harmful substances, materials or services.
- 1.13.9 The Single Survey is not an Asbestos Inspection as defined in the Control of Asbestos in the Workplace Regulations (the CAW Regulations). Chartered surveyors must only report if they see materials that they suspect may contain asbestos.
- 1.13.10 In the case of flats, where the common areas fall under the CAW Regulations, chartered surveyors must assume that there is a 'dutyholder' as defined in the Regulations, and that a Register of Asbestos and an effective Management Plan are in place.

1.14 **CONDITION RATINGS**

- 1.14.1 Condition Ratings must be based on the factual evidence seen or deduced. Where such evidence cannot be clearly identified, or is inconclusive, chartered surveyors must use their professional judgement in arriving at the Condition Rating. The Notes box in the Single Survey may be used to provide clarification of that professional judgement.
- 1.14.2 A present or potential defect that requires further investigation must be reported as Category 3.
- 1.14.3 The Category Ratings are:

1: No immediate action or repair is needed.

This rating must be used where there are no indications of present or potential defects that require the undertaking of an immediate repair. Normal maintenance must not be treated as a repair for the purpose of the Single Survey.

2: Repairs or replacements requiring future attention, but estimates are still advised.

This rating must be used where repairs are required, but the defect is not considered to be serious or urgent.

3: Urgent Repairs or replacement are needed now. If left unattended they can cause problems to other parts of the property or may be a safety hazard. Estimates for repairs or replacement are needed now.

This rating must be used where the defect is of a serious nature or where immediate repairs are required. A serious defect is one, which is likely to: compromise the structural integrity of the property; and/or compromise the intended function of the building element; and/or seriously affect the health and/or safety of the occupiers.

A defect requiring urgent repair is one which, if not repaired/remedied immediately, will cause structural failure or serious defects in other building elements.

- 1.15.1 Chartered surveyors must understand and use the BCIS (or other approved guidance) currently in force, appreciating the inclusions, exclusions and the treatment of garages and other outbuildings.
- 1.15.2 The gross external (gross internal for flats) floor area to be given in the Single Survey Report is the 'true' area, before any reductions in extra floors are made as prescribed in the calculation method in the BCIS Guide.

All measurements must be accurately taken and recorded in the site notes.

1.16 ENQUIRIES INTO THE COMPLETED SINGLE SURVEY

1.16.1 If chartered surveyors respond to enquiries from potential buyers, they must not give any further recommendations or advice.

1.17 COMPLAINTS AND CLAIMS

1.17.1 Complaints may be received by individual chartered surveyors and/or their employers.

1.17.2 All chartered surveyors and/or their employers must have a written statement setting out in unambiguous terms and with definable milestones the procedures that will be followed in the case of a complaint.

1.17.3 The statement must include all the internal and external processes available to the complainant and be available on request.

1.17.4 Chartered surveyors and/or their employers must abide by the terms of the Statement and do their best to resolve the complaint.

1.17.5 Where a complainant is dissatisfied with the results of an internal investigation, chartered surveyors must make clear the availability of a reference to the Ombudsman.

PART 2 GENERAL GUIDANCE

This part of the guidance refers to miscellaneous matters, where chartered surveyors may have doubts as to the meaning of certain terms or issues used when producing Single Survey Reports, Generic Mortgage Valuation Reports and Transcript Mortgage Valuations for Lenders. In general, it does not have mandatory force. Where examples are provided, they are for illustrative purposes only, and are not intended to be exhaustive or comprehensive.

2. RECEIVING INSTRUCTIONS

2.1.1 The Single Survey Report is, in general, commissioned by, or on behalf of, the seller of the property. In practice, the instructions may be received from a variety of sources, including solicitors, estate agents or Home Report providers.

2.1.2 There are no set fee scales, or requirements for time of invoicing, etc; chartered surveyors and their employers are free to agree these matters directly with the seller or other party from whom the instructions are received.

2.1.3 Chartered surveyors should make enquiries to find out whether the Single Survey is being commissioned by, or on behalf of the seller. However, this requirement does not extend to a duty to enquire into the legal ownership of the property; or to verify that the person who issued the instructions, and/or who is met at the inspection, has a right to sell.

2.1.4 Chartered surveyors may, however, discover discrepancies or mistakes in the names and addresses provided, and when this happens, these should be verified and corrected.

- 2.1.5 When responding to the instruction and arranging the inspection, chartered surveyors and/or their employers should briefly describe the scope, limitations and constraints of the planned inspection. It may be appropriate to inform the seller that it is not necessary for them to clear cupboards, move furniture or roll back carpets in preparation for the inspection.
- 2.1.6 Single Survey Reports do not have a fixed shelf life. Caveat Emptor (buyer beware) is maintained in the home-buying process, and it is therefore up to the buyer and/or lender to decide whether they will rely on the Single Survey Report, particularly if the property has been on the market for an extended period. It is likely that the Law Society of Scotland and most Lenders will require a Single Survey to be refreshed after 3 months. The instruction to “refresh” a Single Survey can only be commissioned by, or on behalf of the seller. This will involve the chartered surveyor in a re-inspection of the property to verify its current condition and value. A refreshed Single Survey is a replacement Single Survey. The date of the original Single Survey and the date of the re-inspection to refresh the Single Survey must be clearly stated on the “refreshed Single Survey”
- 2.1.7 Where the chartered surveyor has been engaged to provide a generic Mortgage Valuation Report for Lending purposes alongside the Single Survey, the valuation will only be updated to reflect the findings of the Single Survey or a refreshed Single Survey. The generic Mortgage Valuation Report cannot be changed for any other reason.
- 2.1.8 Where the chartered surveyor is authorised to provide a transcript or retype of the generic Mortgage Valuation Report on to Lender specific pro-forma, the transcript will be provided in the format required by the Lender but will contain the same facts, inspection date and valuation figure as the generic Mortgage Valuation Report and the Single Survey. Prior to an offer and acceptance being in place, the chartered surveyors will decline any transcript requests that involve the provision of additional information.
- 2.1.9 At the offer and acceptance stage , where a chartered surveyor feels qualified and experienced to do so, he/she may provide general comment on standard appropriate supplementary documentation, presented by the Purchaser’s Lender and Conveyancer. In the event of a significant amount of documentation being provided, an additional fee should be agreed in writing. The RICS mandatory Single Survey Terms and Conditions provide that if information is highlighted during the Conveyancing process, that materially affects valuation advice previously provided, the chartered surveyor reserves the right to reconsider the advice. Further, it is clearly stated that any subsequent person relying upon the Single Survey must be advised by the Seller and/or his Agents of any amendments prior to concluding a bargain to purchase.
- 2.1.10 Any vandalism, evidence of apparently unauthorised occupation and other irregularities found on site, should be immediately reported to any appropriate authorities and providers of instructions, and recorded in the site notes.
- 2.1.11 As part of the Terms of Engagement, it is appropriate to mention that the chartered surveyor will only operate water installations such as taps and WCs, and electric lights required for the inspection, and will not take responsibility for any hidden faults emerging from such operation.

2.2 INSPECTION

- 2.2.1 A systematic inspection not only saves time, it also goes a long way to ensure that chartered surveyors collect and record all of the necessary data.
- 2.2.2 It is good practice to adopt the same sequence for all inspections and all types of properties. Some chartered surveyors prefer to inspect the outside first, whereas others like to start with the inside. Chartered surveyors should adopt the methodology that suits them best.
- 2.2.3 It is essential to do an initial reconnaissance so that a health and safety evaluation is completed and the various parts of the property can be identified by reference to rooms or elevations, eg 'Front right hand bedroom window'. This will also identify any obstacle that may prevent a normal inspection, but where the seller might be able to assist in removing the obstacle in order to avoid a further inspection later.
- 2.2.4 If valuables (such as jewellery or money) are lying openly around, chartered surveyors should consider whether it may be appropriate to ask the seller or representative to remove them. If the property is unoccupied, the surveyor should record the time and circumstances.
- 2.2.5 Chartered surveyors should ask the seller about the history of the property and its maintenance, and should maintain a professional and objective attitude.
- 2.2.6 **Typical information that may be obtained from the seller includes:**
- how long has the seller lived in the property
 - structural alterations/extensions/additions (including approximate date, planning permission and building regulations approval)
 - any known major structural repairs (such as underpinning)
 - known defects and problems
 - location of concealed traps or hatches recent repairs, whether executed by professionals or DIY guarantees or warranties (such as in respect of timber and damp treatment)
 - age of service installations maintenance records for central heating boilers
 - drainage (such as if private type and the usual emptying arrangements)
 - ownership/maintenance of shared boundaries/access areas, rights of way, highway adoption, previous flooding or rainwater ingress

Chartered surveyors may wish to check their findings against the information contained in the Property Questionnaire. Chartered surveyors should always trust their own judgement as opposed to placing undue reliance on the Property Questionnaire.

- 2.2.7 Chartered surveyors should assess whether the information provided in the Property Questionnaire by the seller or their representative is accurate; information from others should be used only as a guide to substantiate their own observations and assumptions. When recording information obtained from the seller and/or representative in the site notes, it is very important that the source is noted.
- 2.2.8 Before embarking on the actual inspection, chartered surveyors should explain briefly to the seller or representative what they will be doing. It is particularly important to explain any actions which could be considered intrusive; such as taking photographs and opening fitted cupboards.

- 2.2.9 Chartered surveyors should ask the seller if there are any defective elements that may be damaged and/or likely to cause damage if operated or checked, such as windows that may not shut after opening or water taps that cannot be operated.
- 2.2.10 In general, chartered surveyors should use common courtesy, and balance the need for their thorough external and internal inspection, regardless of the weather, with the occupiers' desire to keep their homes neat and tidy. For example, to use a ladder indoors before it is used outside, and to ensure that suitable rain protection gear is available.
- 2.2.11 Chartered surveyors must be able to manage distractions from occupiers, children or pets, bearing in mind that they are there at the invitation of the seller/occupier to do a professional job. If unduly disturbed or delayed, it may be necessary to request, politely, that the distractions are removed, so the inspection can be properly conducted.
- 2.2.12 Chartered surveyors may undertake Single Surveys where sellers are deliberately concealing evidence of defects or damage with heavy furniture, rugs or stored items. If a chartered surveyor has reason to suspect there is concealment, they should ask the seller if they can move whatever is in the way, and if the response is negative, should report the inability to inspect an area in the relevant parts of the Report.
- 2.2.13 It is not within the scope of the inspection to undertake any tests. However, if the inspection leads the surveyor to suspect a serious or urgent defect which is concealed, then they should recommend inspection(s) or tests.
- 2.2.14 A test involves some activity, which goes beyond the definition of a 'check', which is: a purely visual, non-destructive inspection or observation; and/or an exercise, which is part of normal operation.
- 2.2.15 Chartered surveyors are not required to turn mains services on or off.
- 2.2.16 Dimensions are required for the following purpose: to determine the size or thickness of some building elements

2.3 TOOLS

- 2.3.1 To be able to complete the Single Survey Report, chartered surveyors may require any or all of the following tools. All must be properly calibrated, fully maintained and fit for purpose:

TOOL	USE (examples only)	COMMENT
Binoculars	Chimneys, roofs and other upper building elements, viewed from a distance	Should be used where appropriate regardless of eyesight; the best vantage points may be quite far away

Ladder (Use only for External surface of flat roofs short duration, light Roof voids work when it is not reasonably practicable to use other, safer access equipment.) The ladder should be tied, enhanced with a stability device or footed. It must be of sufficient length to protrude above the surface on which it rests. Ladders should not be used if, for instance:

- it requires removal of heavy items e.g. large plant pots
- there is a risk of causing injury to the chartered surveyor, others, or damage to property

For further information see [http:// www.hse.gov.uk/falls/ladders.htm](http://www.hse.gov.uk/falls/ladders.htm)

TOOL	USE (examples only)	COMMENT
Measuring devices	Calculate floor area, elevation lengths, wall thicknesses and crack widths	Only metric measurements to be used
Electronic moisture meter	Checks for dampness	Ensure it is calibrated or tested regularly, according to manufacturer's instructions Carry spare batteries
Torch	Roof voids, under-stair cupboards and other poorly-lit areas	Carry spare batteries and bulb
Spirit level	Floors, flat roofs, walls	Use when following a trail of suspicion only. Complete levelling checks are not required
Pocket mirror	Voids with very restricted access/ inside drain pipes	May be coupled with use of torch
Plumb bob	Checking walls for verticality	Use when following a trail of suspicion only; can be used out of windows
Compass	Identify the property's orientation	Location of building elements in complex buildings Combine with local knowledge of prevailing winds
Umbrella/ Wellingtons, etc	Wet weather and muddy conditions	Remember that heavily profiled soles will carry dirt inside a building
Disposable masks	Loft spaces, drainage inspection chambers	Essential to protect the chartered surveyor's personal safety
Latex gloves	Protection against dirt/ debris	Important to protect the chartered surveyor's personal safety/hygiene
Hand cleaning 'wipes'	Unoccupied houses where water is not on	Important to protect the chartered surveyor's personal safety/hygiene
First aid kit	Minor cuts and bruises	Important to protect the chartered surveyor's personal safety
Personal alarm/ mobile phone	Calling for help if injured or threatened	Essential to assist the chartered surveyor's personal safety

2.3.2 Vantage points should be used with consideration to practicality and safety: Chartered surveyors are not required to balance precariously on garden walls, but should cross the road if, for example, the opposite pavement gives the best view of the roof.

- 2.3.3 The inspection should include a cursory observation of the surrounding properties, particularly where they are of the same age and type. (If, for instance, it is noted that most of the other houses have had their roofs replaced, this could indicate a similar need for the subject property.)
- 2.3.4 The existence of Building Regulation Approvals and current warranties, certificates of guarantee or completion certificates are no guarantee that the works were executed to a satisfactory standard. Such approvals, or the seller's assurance that they exist, do not discharge a chartered surveyor's primary duty to complete the normal investigations, and form their own professional opinion of the property's current condition.

2.4 RECORD KEEPING

- 2.4.1 Site notes must be complete, as they are a chartered surveyor's proof that the inspection, reflections and technical conclusions were conducted in accordance with the performance requirements.
- 2.4.2 Queries can be raised several months, even years, after the inspection, and chartered surveyors should appreciate that a good set of **legible** site notes, which can be interpreted by another property professional, will be the best – and sometimes the only – defence if claims are raised.
- 2.4.3 There is no mandatory format, but use of comprehensive, pre-printed forms is strongly recommended.
- 2.4.4 The information in the site notes is intended for the use of the chartered surveyor and other property professionals. To record details of construction and building materials precisely, the notes will normally use technical jargon and commonly used abbreviations.
- 2.4.5 If Chartered surveyors prefer to dictate the site notes during the inspection, then they should be transcribed as soon as practical afterwards. The practice of completing Single Survey reports electronically without notes is not acceptable.
- 2.4.6 The source of any information that does not come from a chartered surveyor's own observations should be accurately recorded.
- 2.4.7 Photographs are excellent record-keeping tools, but chartered surveyors should appreciate that photographs will normally only supplement the written site notes.
- 2.4.8 Block plans are not required in the Property Report, but are useful to supplement site notes.
- 2.4.9 Ideally, every sheet of paper and all other information should be marked with the property address and kept in a well-ordered manual or electronic filing system, which allows retrieval without undue delays.
- 2.4.10 Records should be kept of all queries, communications, etc. related to the particular property, which are raised after completion of the Single Survey Report. They should be clearly marked with date, parties involved and enough key words/notes for the chartered surveyor themselves and others to interpret the nature and outcome of the communication.
- 2.4.11 Chartered surveyors must keep all information records safe and secure for example:

keep files locked away when not in use, password protection of ALL relevant computer records, ensure that all staff (especially casual staff) with access to records sign confidentiality codes and understand their importance store computer files (eg old Property Reports), which are no longer in use, on password protected discs and store under lock and key, away from working PCs.

2.5 HEALTH AND SAFETY RISKS

2.5.1 Chartered surveyors should undertake a risk assessment exercise prior to starting an inspection.

2.5.2 Undertaking property inspections requires a certain amount of physical activity, and S chartered surveyors need to be sufficiently fit and agile to carry out tasks such as carrying and climbing ladders, crawling into loft spaces and lifting drainage inspection covers.

2.5.3 Chartered surveyors should not undertake any action that they believe will present a risk to their personal health and safety. Chartered surveyors should use common sense with regard to health and safety; for example they should therefore:

- use tools in a sensible and safe manner
- not climb on any furniture, garden walls, stand on boxes, etc. which could be unsafe;
- only use fitted loft ladders if satisfied that they are safe; not step on any unseen joists, unknown material, insulation quilt, water pipes, etc. when climbing into roof spaces;
- not touch any part of the electrical installations, if unsafe electrics are detected;
- not roll back glass fibre insulation;
- terminate the inspection immediately in the event of loose fill asbestos insulation being identified, inform the seller of the reason, and recommend that it is removed in an appropriate manner, to enable the inspection to be completed at a later time;
- consider terminating and/or postponing the inspection if they should injure themselves in any way;
- have regard for their own health, before accepting any offers of first aid assistance, plasters, etc. from the seller/owner;
- ensure that all appointments are accurately recorded in the office with the address, name and telephone number of the person met. Inform office staff if it is not practical/possible to stick to the planned schedule of appointments ;
- 'check in' with the office at regular intervals and do not end the day with an unaccompanied inspection, unless another responsible person is informed of their whereabouts;
- keep car keys, mobile phone and/or valuables safe during the inspection;
- terminate or postpone the visit if the seller/occupier attempts to intimidate or abuse them in any way
- not allow the occupier to lock doors behind them
- not inspect after dark or at dusk
- not enter rooms where persons are sleeping, scantily clad or obviously drugged or drunk
- arrange to postpone their visit until a responsible adult is present If the home is only occupied by children or juveniles

2.5.4 Chartered surveyors should be aware of their 'Common Law' duty to report criminal activities.

2.5.5 Useful information on inspection safety may be found on the Royal Institution of Chartered Surveyors' website www.rics.org

2.6 DATA PROTECTION

2.6.1 During the course of their work, chartered surveyors will be using information regarding the seller of the property which may be classified as 'Personal Data' under the Data Protection Act 1998. Some of this will be held on computer, and chartered surveyors should therefore ensure that the relevant provisions of the Act are understood and implemented.

2.7 REPORT WRITING

2.7.1 The Report must be written in an objective way: in plain language with properly formed sentences, paragraphs and punctuation free of technical jargon (if any expression is not in common use an explanation is essential), so that it is easily used by the lay reader

SINGLE SURVEY – SECTION 1 – INFORMATION

DESCRIPTION

A brief description is all that is required.

ACCOMMODATION

When listing the accommodation, all rooms which are used for residential purposes should be included, even though some of them (e.g. conservatories) are considered 'outbuildings' in the main part of the Single Survey Report. A room which is not appropriate for habitation (e.g. low ceiling converted loft) should be listed as 'other', together with other rooms not fitting the given descriptions. A bedsit or studio is recorded as a living room.

SINGLE SURVEY – SECTION 2 – CONDITION AND REPAIR CATEGORIES

Chartered surveyors will apply their own knowledge of building construction and pathology to the inspection and analysis required to decide upon Repair Categories and their justification. The chartered surveyor should bear in mind any or all of the following to arrive at a category rating:

- refer to condition only, not reflect purely cosmetic issues that have no effect on longevity or performance.
- reflect any detrimental effect on other building elements.
- reflect performance.
- compare 'like with like', e.g. not the life expectancy of a flat felted roof with a pitched, tiled one.
- assume that normal regular maintenance will be undertaken in future.
- be consistent.
- follow generally accepted building practice.
- be reasonable – perfection is not the norm.

- not reflect differences in product quality unless performance and life expectancy are seriously impaired.
- disregard individual taste or fashion.
- take health and safety aspects into account.
- 'Normal Maintenance' is work of a recurring nature which certain building elements routinely and regularly require in order to preserve their integrity and functionality.

Because all buildings are complex structures comprising many different interacting elements, defects in one element will usually have an impact on others. It is therefore not enough just to analyse defective building elements in isolation; chartered surveyors should also consider the consequences that may have followed from an obvious defect. Very few older buildings remain as they were originally constructed. Chartered surveyors should be particularly vigilant to any works or alterations, which may have changed the performance of the original design, detail or building material (eg patios covering air-bricks, or the application of impervious external claddings). The performance of each building element will vary, and perfection should not be expected or measured against. Chartered surveyors should consider only whether a building element performs the function that is intended, being aware that in some cases, the function may be redundant.

In the 'Notes' sections of the Single Survey Report, chartered surveyors should be as precise as is reasonably practical when describing where defects were found or repair may be necessary. The use of 'preferred text' from a recognised RICS source is strongly recommended, and where this is not practical, the free text should use the same approach as in the preferred text. Matters which would not normally have any effect on a buyer's decision to purchase are excluded from the scope of the Single Survey Report.

Normal wear and tear, which does not impair the performance of a building element, should be disregarded in the Category Ratings. Nevertheless, chartered surveyors should consider and comment in any case where the future lifespan diverges from that which would normally be expected for building elements of a similar age and type. Cosmetic and minor defects, which do not impair the performance of a building element but may concern a seller or buyer, should be reported on and given a Category Rating 1. Consideration of ordinary future maintenance is outside the scope of the Single Survey Report. Nevertheless, where the design or materials employed in the construction of a building element are such that it needs to be maintained more frequently or at a higher cost than might be normally expected, or if access is unusually complex, surveyors may need to adjust the Category Rating and should comment accordingly.

Structural Movement summarised here includes risk of damage from trees. Completion of the Structural Movement section of the Report is very important but can be difficult to categorise as the movement may have long since ceased but still cause concern to a buyer and have an impact on value. Chartered surveyors will be expected to exercise care and use their professional judgement. Chartered surveyors should appreciate that most consumers will be concerned if they note any cracks in masonry, both inside and outside. They should therefore comment whenever cracking is noted, even if they judge it to be non-progressive and without structural significance.

FURTHER INVESTIGATIONS AND ESTIMATES – REPAIR CATEGORY 2 AND 3

A chartered surveyor's knowledge of building construction and pathology will, at times, lead to a suspicion that a visible defect may have affected other, concealed building elements. Alternatively, the extent of a visible defect is not possible to ascertain within the confines of the Single Survey inspection. In such cases, chartered surveyors must recommend that a further investigation is undertaken.

Chartered surveyors should, however, not recommend a further inspection just because a given building element is inaccessible within the confines of a normal inspection; eg the covering of one roof slope cannot be seen from any reasonable vantage points, but there is no evidence of defect in the roof void. In such cases, chartered surveyors should note the restriction under the building element and under the "Any additional limits to inspection" and warn that the Category Rating is based only on those parts that could be inspected. Chartered surveyors must not call for further investigations only to cover themselves against future liabilities. If the seller decides to carry out repairs subsequent to the completion of a Single Survey he/she can attach estimates and guarantees to the Single Survey. Alternatively, if requested, the chartered surveyor can re-inspect and issue a fresh Single Survey reflecting its repaired condition. However, the chartered surveyor is obliged to clearly disclose his knowledge of the property's need for repair and specify the nature of the repair works undertaken by the seller. The chartered surveyor must be careful to ensure that nothing in his Report can be misconstrued as validating any repair work. The buyer must satisfy themselves as to the standard of workmanship and quality of any guarantee. The buyer should be encouraged to have any guarantees assigned to him/her.

SECTION 3 – ACCESSIBILITY INFORMATION

The chartered surveyor will need to measure door widths, note whether there are 3 steps or fewer to a main entrance door of the property and be able to confirm the availability of unrestricted parking within 25 metres of the property.

SECTION 4 – VALUATION AND CONVEYANCER ISSUES

CONVEYANCER ISSUES

Chartered surveyors are not required to undertake any searches regarding planning, building regulations approvals or other statutory information held by public authorities. This field is used to report any physical evidence of such matters, which were found on site, in order that appropriate checks can be made by the Conveyancer's / Legal advisers in particular:

- the existence of any extensions, alterations or structural alterations, which may require planning permission, building regulations approval and other statutory approvals
- where chartered surveyors are informed that there are current warranties, e g National House-Building Council
- previous works of repair and preventative works, e g underpinning or damp treatment, which include transferable guarantees or warranties

Chartered surveyors should enquire of the seller about rights of way and private drainage and water. If the physical evidence on site conflicts with the information received, the physical signs should be listed, with a comment that, for instance, 'it is understood from the seller that the necessary permissions have been obtained'. Examples include: unmade roads (highway adoption), septic tanks, cesspits (for checks with Environmental Services), shared drives (maintenance covenants) and gates to adjoining fields (public rights of way). Chartered surveyors should enquire from the seller as to any past flooding, and record any resulting physical evidence with the observations made during their normal inspection of all the main building elements. The chartered surveyor may wish to check this against information provided by the Seller in the Property Questionnaire. Chartered surveyors should bear in mind that there may have been alterations to other sites and grounds adjacent to the same water course since the last time flooding was experienced.

HEALTH AND SAFETY RISKS AFFECTING THE PROPERTY

This is intended as a summary of health and safety risks that should be considered by a chartered surveyor carrying out a Single Survey. The list is not exhaustive and is provided as a reminder that chartered surveyors must be mindful of Health and Safety risks associated with property:

- lack of windows for emergency escape
- inadequate fire precautions
- absence of safety glass
- lead water pipes
- radon gas area
- lack of safety rails, steep stairs
- detection of gas smell
- unsafe parts of the building at high level
- asbestos risks
- absence of test certificates for services
- inappropriate use of accommodation (e g non-conforming loft conversions)

The Single Survey Report is subject to the general assumption that contamination is not present, and chartered surveyors should only report if they observe, have reason to suspect or otherwise become aware of any contamination.

GENERAL ASBESTOS GUIDANCE

Chartered surveyors are not acting as Licensed Asbestos Inspectors, and are not considered to be experts in that field. They will only report on visible asbestos containing materials. Chartered surveyors should be aware of the current advice issued by the Health and Safety Executive (HSE). At the time of writing, the recommendations from HSE in respect of domestic housing only cover:

- deteriorating (flaking) asbestos materials (e g old corrugated roofs on sheds or outbuildings, which can only be repaired/removed by licensed operators)
- 'working with' i.e removing, drilling or otherwise disturbing asbestos containing materials
- common areas in blocks of flats, which should have an Asbestos Register available in a conspicuous place

If chartered surveyors identify asbestos containing materials, they should include the standard warning in Section 4 and identify them under the relevant building element, even if they do not anticipate that the asbestos containing material will be disturbed or removed in future. The recommended wording in the Single Survey Report is 'Some construction materials used at the property may contain asbestos. Any such materials should not be drilled or disturbed without prior advice from a licensed specialist'. Nevertheless, the presence of asbestos containing materials does not automatically put the building element into Repair Category 3, which is appropriate only where the material is in a loose, dangerous or broken condition.

If there is no Asbestos Register in the common part of a block of flats, chartered surveyors should state this. However, it is the duty of the legal advisors to confirm the identity of the duty-holder, the presence – or otherwise – of an Asbestos Register and to advise whether or not there is a current Management Plan in place, together with the level of any associated financial burdens for the flat owner.

VALUATION AND MARKET COMMENTS

The valuation in the Single Survey will be Market Value (MV) as defined in the current RICS Valuation Standards (The Red Book). It is possible that the valuation in the generic Mortgage Valuation Report may differ e.g. where essential repairs require the provision of a net value for mortgage purposes or where the property is considered unsuitable for mortgage purposes.

Single Survey – Letter of Engagement – Annex A

Date

Vendor Address

Dear Mr & Mrs Seller,

Engagement for Single Survey Property Address: 19 Waterloo Street, Glasgow G2 6AY

We refer to your instructions received in this office today requiring us to carry out a survey and to prepare and deliver a report on the above property owned by you or which you have authority to sell. This is to be a mandatory Single Survey and an optional Mortgage Valuation Report. We accept the instructions only on the basis that the scope, purpose and conditions of the report are as set out in this letter and the Terms and Conditions for the Single Survey and the Mortgage Valuation Report. The Terms and Conditions are attached to and form part of this letter and we will attach the same Terms and Conditions to the front of the report before we deliver it.

The Single Survey requires disclosure of any previous business relationship with you or your selling agent. If appropriate, disclosure has been made in Part 1 of the Terms and Conditions. The scope and extent of the inspection is detailed in Part 2 of the Terms and Conditions. We are required by the Royal Institution of Chartered Surveyors to seek formal confirmation from you that you are satisfied that the Single Survey Terms and Conditions meets your requirements.

You may cancel the instructions by notifying us at our address above at any time before the date of the inspection of the property for the purpose of preparing the report. If you do, we will refund any money paid to us in relation to the survey except for expenses reasonably incurred. We will be entitled to cancel our obligations if, after arriving at the property, our Surveyor concludes that this is a type of property or construction of which the Surveyor has insufficient specialist knowledge to be able to prepare the report satisfactorily, provided we inform you at the earliest opportunity. If we do cancel we will refund any money paid in relation to the survey and we will explain the reasons for the cancellation. If you decide to cancel, for whatever reason, after the inspection has taken place but before a written report is issued, we will be entitled to raise an Invoice equivalent to 80% of the agreed fee. Additional fees will be charged for return and subsequent inspections. We attach a note of our professional fees.

Please read this letter and the Terms and Conditions carefully and confirm acceptance of engagement on the basis of them by signing the acceptance at the foot of this letter and returning it to us with your payment in settlement of our fee, following which the report will be released to you. {N.B. the market may produce different funding options} Please confirm your acceptance by signing the acceptance at the foot of this letter and returning it to us.

Yours faithfully,

Chartered Surveyors

I have read and understood this letter and the accompanying Terms and Conditions. By signing and returning this letter I accept that this is the entire basis upon which you are instructed to carry out a survey of the above property
Signed

SINGLE SURVEY TERMS AND CONDITIONS (WITH MVR)

PART 1 - GENERAL

1.1 THE SURVEYORS

The Seller has engaged the surveyors to provide the Single Survey Report and a generic Mortgage Valuation Report for Lending Purposes. The Seller has also engaged the surveyors to provide an Energy Report in the format prescribed by the accredited Energy Company.

The chartered surveyors are authorised to provide a transcript or retype of the generic Mortgage Valuation Report on to Lender specific pro-forma. Transcript reports are commonly requested by Brokers and Lenders. The transcript report will be in the format required by the Lender but will contain the same information, inspection date and valuation figure as the generic Mortgage Valuation Report and the Single Survey. The surveyors will decline any transcript request which requires the provision of information additional to the information in the Report and the generic Mortgage Valuation Report until the Seller has conditionally accepted an offer to purchase made in writing.

Once the Seller has conditionally accepted an offer to purchase made in writing, the Purchaser's lender or conveyancer may request that the chartered surveyors provide general comment on standard appropriate supplementary documentation. In the event of a significant amount of documentation being provided to the chartered surveyors, an additional fee may be incurred by the Purchaser. Any additional fee will be agreed in writing.

If information is provided to the surveyors during the conveyancing process which materially affects the valuation stated in the Report and generic Mortgage Valuation Report, the surveyors reserve the right to reconsider the valuation. Where the chartered surveyors require to amend the valuation in consequence of such information, they will issue an amended Report and generic Mortgage Valuation Report to the Seller. It is the responsibility of the Seller to ensure that the amended Report and generic Mortgage Valuation Report are transmitted to every prospective Purchaser.

The individual chartered surveyor will be a member of the Royal Institution of Chartered Surveyors who is competent to survey, value and report upon Residential Property.¹

If the chartered surveyors have had a previous business relationship within the past two years with the Seller or Sellers Agent or relative to the property, they will be obliged to indicate this by ticking the adjacent box.

The chartered surveyors have a written complaints handling procedure. This is available from the offices of the chartered surveyors at the address stated.

¹ Which shall be in accordance with the current RICS Valuation Standards (the Red Book) and RICS Codes of Conduct

1.2 THE REPORT

The chartered surveyors will not provide an amended Report on the Property, except to correct factual inaccuracies.

The Report will identify the nature and source of information relied upon in its preparation.

The chartered surveyor shall provide a Market Value of the Property, unless the condition of the Property is such that it would be inappropriate to do so. A final decision on whether a loan will be granted rests with the Lender who may impose retentions in line with their lending criteria. The date of condition and value of the property will be the date of inspection.

To date, Purchasers have normally obtained their own report from their chosen chartered surveyor. By contrast, a Single Survey is instructed by the Seller and made available to all potential Purchasers in expectation that the successful Purchaser will have relied upon it. The Royal Institution of Chartered Surveyors rules require disclosure of any potential conflict of interest when acting for the Seller and the Purchaser in the same transaction. The Single Survey may give rise to a conflict of interest and if this is of concern to any party they are advised to seek their own independent advice.

The Report and any expressions or assessments in it are not intended as advice to the Seller or Purchaser or any other person in relation to an asking price or any other sales or marketing decisions.

The Report is based solely on the Property and is not to be relied upon in any manner whatsoever when considering the valuation or condition of any other property.

If certain minor matters are mentioned in the Report it should not be assumed that the Property is free of other minor defects.

Neither the whole nor any part of the Report may be published in any way, reproduced or distributed by any party other than the Seller, prospective purchasers and the Purchaser and their respective professional advisers without the prior written consent of the surveyors.

1.3 LIABILITY

The Report is prepared with the skill and care reasonably to be expected of a competent residential surveyor who is a member of the Royal Institution of Chartered Surveyors.

The Report is addressed to the Seller and was prepared in the expectation that it (or a complete copy) along with these Terms and Conditions (or a complete copy) would (or, as the case might be, would have been) be disclosed and delivered to

- the Seller;
- any person(s) noting an interest in purchasing the Property from the Seller;
- any person(s) who make(s) (or on whose behalf is made) an offer to purchase the Property, whether or not that offer is accepted by the Seller;
- the Purchaser; and

- the professional advisers of any of these.

The chartered surveyors acknowledge that their duty of skill and care in relation to the Report is owed to the Seller and to the Purchaser. The chartered surveyors accept no responsibility or liability whatsoever in relation to the Report to persons other than the Seller and the Purchaser. The Seller and Purchaser should be aware that if a Lender seeks to rely on this Report they do so at their own risk. In particular, the chartered surveyors accept no responsibility or liability whatsoever to any Lender in relation to the Report. Any such Lender relies upon the Report entirely at their own risk.

1.4 GENERIC MORTGAGE VALUATION REPORT

The chartered surveyors undertake to the Seller that they will prepare a generic Mortgage Valuation Report, which will be issued along with the Single Survey. It is the responsibility of the Seller to ensure that the generic Mortgage Valuation Report is provided to every potential Purchaser.

1.5 TRANSCRIPT MORTGAGE VALUATION FOR LENDING PURPOSES

The chartered surveyors undertake that on being asked to do so by a prospective purchaser, or his/her professional advisor or Lender, they will prepare a Transcript Mortgage Valuation Report for Lending Purposes on terms and conditions to be agreed between the chartered surveyors and Lender and solely for the use of the Lender and upon which the Lender may rely. The decision as to whether finance will be provided is entirely a matter for the Lender. The Transcript Mortgage Valuation Report will be prepared from information contained in the Report and the generic Mortgage Valuation Report. 2

1.6 INTELLECTUAL PROPERTY

All intellectual property rights whatsoever (including copyright) in and to the Report, excluding the headings and rubrics, are the exclusive property of the chartered surveyors and shall remain their exclusive property unless they assign the same to any other party in writing.

1.7 PAYMENT

The chartered surveyors are entitled to refrain from delivering the Report to anyone until the fee and other charges for it notified to the Seller have been paid. Additional fees will be charged for subsequent inspections and Reports.

1.8 CANCELLATION

The Seller will be entitled to cancel the inspection by notifying the chartered surveyor's office at any time before the day of the inspection.

The chartered surveyor will be entitled not to proceed with the inspection (and will so report promptly to the Seller) if after arriving at the property, the chartered surveyor concludes that it is of a type of construction of which the surveyor has insufficient specialist knowledge to be able to provide the inspection satisfactorily. The chartered surveyor will also be entitled not to proceed if after arriving at the property, the chartered surveyor concludes that the property is exempt under Part 3 of The Housing (Scotland) Act 2006 as detailed in the (Prescribed Documents) Regulations 2008. If there is a potential threat to their health or personal safety, the inspection may be postponed or cancelled, at the chartered surveyor's discretion.

In the case of cancellation or the inspection not proceeding, the chartered surveyor will refund any fees paid by the Seller for the inspection and Report, except for expenses reasonably incurred and any fee due in light of the final paragraph of this section.

In the case of cancellation by the Seller, for whatever reason, after the inspection has taken place but before a written report is issued, the chartered surveyor will be entitled to raise an Invoice equivalent to 80% of the agreed fee.

1.9 PRECEDENCE

If there is any incompatibility between these Terms and Conditions and the Report, these Terms and Conditions take precedence.

1.10 DEFINITIONS

- the “Lender” is the party who has provided or intends or proposes to provide financial assistance to the Purchaser towards the purchase of the Property and in whose favour a standard security will be granted over the Property;
- the “Transcript Mortgage Valuation Report for Lending Purposes” means a separate report, prepared by the surveyor, prepared from information in the Report and the generic Mortgage Valuation Report, but in a style and format required by the Lender. The Transcript Mortgage Valuation Report for Lending Purposes will be prepared with the skill and care reasonably to be expected from a chartered surveyor who is a member of the Royal Institution of Chartered Surveyors and who is competent to survey, value and report on the Property;
- the "Generic Mortgage Valuation Report" means a separate report, prepared by the chartered surveyor from information in the Report but in the chartered surveyor's own format.
- the “Market Value” is *The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion*
- the “Property” is the property which forms the subject of the Report;
- the “Purchaser” is the person (or persons) who enters into a contract to buy the Property from the Seller;
- a "prospective Purchaser" is anyone considering buying the Property.
- the “Report” is the report, of the kind described in Part 2 of these Terms and Conditions and in the form set out in part 1 of Schedule 1 of the Housing (Scotland) Act 2006 (Prescribed Documents) Regulations 2008;
- the “Seller” is/are the proprietor(s) of the Property;
- the “chartered surveyor” is the author of the Report on the Property; and

2 Which shall be in accordance with the current RICS Valuation Standards (the Red Book) and RICS Rules of Conduct.

- the “chartered surveyors” are the firm or company of which the chartered surveyor is an employee, director, member or partner (unless the chartered surveyor is not an employee, director, member or partner, when the “surveyors” means the chartered surveyor) whose details are set out at the head of the Report.
- the "Energy Report" is the advice given by the accredited Energy Company, based on information collected by the surveyor during the Inspection, and also includes an Energy Performance Certificate, in a Government approved format.

PART 2 – DESCRIPTION OF THE REPORT

2.1 THE SERVICE

The Single Survey is a Report by an independent surveyor, prepared in an objective way regarding the condition and value of the Property on the day of the inspection, and who is a member of the Royal Institution of Chartered Surveyors. It includes an Energy Report as required by Statute and this is in the format of the accredited Energy Company. In addition, the chartered surveyor has agreed to supply a generic Mortgage Valuation Report.

2.2 THE INSPECTION

The Inspection is a general surface examination of those parts of the Property which are accessible: in other words, *visible and readily available for examination from ground and floor levels, without risk of causing damage to the Property or injury to the surveyor.*

All references to visual inspection refer to an inspection from within the property at floor level and from ground level within the site and adjoining public areas, without the need to move any obstructions. Any references to left or right are taken facing the front of the property.

The Inspection is carried out with the Seller’s permission, without causing damage to the building or contents. Furniture, stored items and insulation are not moved.

Unless identified in the report the chartered surveyor will assume that no harmful or hazardous materials have been used in the construction. The presence or possible consequences of any site contamination will not be researched.

The chartered surveyor will not carry out an asbestos inspection, and will not be acting as an asbestos inspector in completing a Single Survey of properties that may fall within the Control of Asbestos in the Workplace Regulations. In the case of flats it will be assumed that there is a duty holder, as defined in the Regulations and that a Register of Asbestos and effective Management Plan is in place, which does not require any expenditure, or pose a significant risk to health. No enquiry of the duty holder will be made.

2.3 THE REPORT

The Report will be prepared by the chartered surveyor who carried out the property inspection and will describe various aspects of the property as defined by the headings of the Single Survey report with the comments being general and unbiased.

The report on the location, style and condition of the property, will be concise and will be restricted to matters that could have a material effect upon value and will omit items that, in the chartered surveyor's opinion, are not significant. If certain minor matters are mentioned, it should not be interpreted that the property is free of any other minor defects.

Throughout the report, the following repair categories will be used to give an overall opinion of the state of repair and condition of the property.

2.3.1 Category 3: Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.

2.3.2 Category 2: Repairs or replacement requiring future attention, but estimates are still advised.

2.3.3 Category 1: No immediate action or repair is needed.

WARNING: If left unattended, even for a relatively short period, Category 2 repairs can rapidly develop into more serious Category 3 repairs. The existence of Category 2 or Category 3 repairs may have an adverse effect on marketability, value and the sale price ultimately achieved for the property. This is particularly true during slow market conditions when the effect can be considerable.

Parts of the property, which cannot be seen or accessed, will not be reported upon and this will be stated. If the chartered surveyor suspects that a defect may exist within an unexposed area and which could have a material effect upon the value, he may recommend further investigation by specialist contractors.

2.4 SERVICES

Chartered surveyors are not equipped or qualified to test the services and therefore no comment can be interpreted as implying that the design, installation and function of the services are in accordance/compliance with regulations, safety and efficiency expectations. However, comment is made where there is cause to suspect significant defects or shortcomings with the installations. No tests are made of any services or appliances.

2.5 ACCESSIBILITY

A section is included to help identify the basic information interested parties need to know to decide whether to view a property.

2.6 ENERGY REPORT

A section is included that makes provision for an Energy Report, relative to the property. The chartered surveyor will collect physical data from the property and provide such data in a format required by an accredited Energy Company. The chartered surveyor cannot of course accept liability for any advice given by the Energy Company.

2.7 VALUATION AND CONVEYANCER ISSUES

The last section of the Report contains matters considered relevant to the Conveyancer (Solicitor). It also contains the surveyor's opinion both of the market value of the property and of the re-instatement cost, as defined below.

"Market Value" The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion. In arriving at the opinion of the Market Value the Surveyor also makes various standard assumptions covering, for example, vacant possession; tenure and other legal considerations; contamination and hazardous materials; the condition of un-inspected parts; the right to use mains services; and the exclusion of curtains, carpets etc. from the valuation. In the case of flats, the following further assumptions are made that:

- *There are rights of access and exit over all communal roadways, corridors, stairways etc. and to use communal grounds, parking areas, and other facilities;
- *There are no particularly troublesome or unusual legal restrictions;
- *There is no current dispute between the occupiers of the flats or any outstanding claims or losses; and the costs of repairs to the building are shared among the co-proprietors on an equitable basis.

Any additional assumption, or any found not to apply, is reported.

"Re-instatement cost" is an estimate for insurance purposes of the current cost of rebuilding the Property in its present form unless otherwise stated. This includes the cost of rebuilding the garage and permanent outbuildings, site clearance and professional fees, but excludes VAT (except on the fees).

Sellers or prospective Purchasers may consider it prudent to instruct a reinspection and revaluation after a period of 12 weeks (or sooner if appropriate) to reflect changing circumstances in the market and/or in the physical condition of the Property

Guidance Notes for the Single Survey – Annex B

Exempt Properties

The Single Survey is designed for all houses which are to be sold in Scotland, except those exempted by the Regulations. Properties which are exempted by the regulations are: Portfolios – either sold with one or more other houses, or where it is clear from the marketing that they are to be sold as one or more lots and not separate units.

Seasonal and Holiday accommodation- where a house is marketed with a planning or other restriction only permitting use as holiday accommodation and not as a permanent residence.

Mixed sales – being sold with one or more non-residential premises and clearly marketed as one or more lots and not separate units.

Dual use – presently used as part residential/part other, and being marketed as non-residential or mixed use.

Unsafe properties – unoccupied, in a condition which poses a serious risk to health and safety of anyone in the building, and unsuitable for occupation in present condition.
New housing – the exception applies in relation to a house that has not previously been used as a house or as any other premises.

Properties to be demolished – suitable for demolition and redevelopment and where planning etc permissions exist.

Newly converted premises – not previously used in its converted state, not previously a house, created from a larger house or number of houses, or created out of more than one house.

Sales of houses to a Sitting Tenant under a Right to Buy Scheme are also exempt, since they are not brought to the market.