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PRIVATE & CONFIDENTIAL

RESIDENTIAL BUILDING DEFECT REPORT

PROPERTY

KINGSTON AREA

CLIENT

Date of Inspection August 2018

Weather

Reference

1.00 THE PROPERTY

- 1.01 The property is a two-storey end of terrace house with two-storey back addition to which a single storey extension and a loft extension have been added.
- 1.02 We have been asked to report on distortion of the right hand flank wall.

2.00 SCOPE OF INSPECTION

- 2.01 Your attention is drawn to the extent of the inspection and restrictions on disclosure described in the Scope of Service at the end of this report.
- 2.02 All directions are given as if facing the property from the road.

3.00 BACKGROUND

- 3.01 The property is of traditional construction with pitched roof, solid brick external walls and suspended timber floors. Within the front section of the property the floor joists span from front to rear and are believed to span from side to side within the back addition.
- 3.02 Construction of the loft extension is likely to have required installation of steel beams spanning from side to side between the left hand party wall and right hand flank wall.
- 3.03 You have recently undertaken refurbishment and redecoration of the property and have become aware of movement in the staircase and a gap has formed between the treads and risers and the stair string on the right hand flank wall. Although this has been repaired you are concerned that this might indicate a problem of structural movement.

4.00 CONDITION

- 4.01 Our inspection of the property externally revealed that the right hand flank wall of the property is bowed. In general the bowing at the centre of the wall appears to be in the region of 25mm although could be up to around 40mm at second floor level. In addition, the parapet wall above the original two-storey back addition leans noticeably at the top.
- 4.02 There were no obvious cracks or indications of ongoing movement within the right hand flank wall.
- 4.03 Internally the walls have recently been plastered and painted which will conceal defects and irregularities.
- 4.04 However having seen the photographs that you took before re-plastering, there is evidence of movement of the flank wall relative to the floors and partitions.
- 4.05 A very fine vertical crack was observed in the front bedroom at the junction of the rear partition with the right hand flank wall. The partition is of timber construction and the flank wall is of brick construction and the two will tend to move slightly relative to each other particularly as there has been a prolonged period of dry weather which will cause the timber to shrink.

- 4.06 There is also a small crack above the bedroom door, but again this is fine and not of structural significance. There is evidence of historic cracking in the coving in the front bedroom but this has been filled.

5.00 OBSERVATIONS

- 5.01 The front of the property faces approximately south and the house is an end-terrace of five. The front elevation will heat up and cool down and consequently expand and contract as a result of thermal movement. When this happens the end walls of the terrace tend to be pushed out slightly and will also bow as there is unlikely to be sufficient lateral restraint, particularly at first floor level, holding the wall back to the floor structure.
- 5.02 Installation of steel beams as part of loft extension work will give further rigidity to the flank wall which will therefore be less likely to move in future. However, lateral restraint at first floor level is believed to be inadequate and should cracking recur internally along the flank wall, then you could consider structural repairs.
- 5.03 These structural repairs need not be unduly disruptive and would involve installation of six or seven helically twisted stainless steel bars or similar drilled into the wall and floor joists parallel to the wall. The ties could also be fixed from the wall into the timber beams or bearers at the top of the staircase and on the rear landing. Firms such as Helibar and Target Fixings would be able to let you have details of their approved contractors.

6.00 CONCLUSION

- 6.01 There has been movement of the flank wall as a result of inadequate lateral restraint. It is possible that this movement has been contributed to by defects in the drains although we understand that the drainage installation has been tested and found to be sound. In this area the underlying subsoil tends to be Sands and Gravels and leaks from the drains can weaken the subsoil allowing downward movement of the wall which in turn leads to bowing.
- 6.02 There was no evidence that the movement is an ongoing problem, although further movement can be expected. At present there is no need to undertake structural repairs although if new cracks appear along the flank wall internally up to 2-3mm wide, then that would be the time to provide extra lateral restraint.
- 6.03 It is likely that the construction of the roof extension has helped stabilise the wall although there is still a risk of movement around first floor level.

7.00 RECOMMENDATIONS

- 7.01 At present we do not feel that any particular repairs are needed, but the building should be monitored visually and if cracks appear or become significantly worse then remedial work should be carried out.

8.00 SURVEYOR'S DECLARATION

I confirm that I have inspected the property and prepared this report.

Signature of Surveyor

Name of Surveyor

Professional Qualifications: DipHI FRICS

On behalf of: Carter Fielding Ltd.
4th Floor, Neville House
55 Eden Street
Kingston-upon-Thames
Surrey KT1 1BW

Telephone Number: 020 8546 7211

Date of report: August 2018

WHAT TO DO NOW

You should carefully consider the findings, condition and risks stated in the report.

Getting quotations

You should obtain reports and at least two quotations for all the repairs and further investigations that the surveyor has identified. These should come from experienced contractors who are properly insured. You should also:

- Ask them for references from people they have worked for;
- Describe in writing exactly what you will want them to do; and
- Get the contractors to put the quotations in writing.

Some repairs will need contractors with specialist skills and who are members of regulated organisations (for example, electricians, gas engineers or plumbers). Somewhat work may also need you to get Building Regulations permission or planning permission from your local authority.

Further investigations

If the surveyor is concerned about the condition of a hidden part of the building, could only see part of a defect or does not have the specialist knowledge to assess part of the property fully, the surveyor may have recommended that further investigations should be carried out (for example, by structural engineers or arboriculture lists) to discover the true extent of the problem.

Who you should use for these further investigations

Specialists belonging to different types of organisation will be able to do this. For example, qualified electricians can belong to 5 different government-approved schemes.

What the further investigations would involve

This will depend on the type of problem, but to do this properly, parts of the home might need to be disturbed. If you are a prospective purchaser, you should discuss this matter with the current owner. In some cases, the cost of investigation could be high.

This guidance does not claim to provide legal advice.

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1. Introduction

- 1.1. This document sets out the contractual terms upon which the Surveyor will advise you (the Client) by means of a written report as to his or her opinion of the visible condition of a specific defect and give recommendations for repair or further investigation.
- 1.2. The individual carrying out the inspection and providing advice will be a Chartered Surveyor.
- 1.3. The Surveyor will use all of the care and skill to be reasonably expected of an appropriately experienced Chartered Surveyor.

2. Code of conduct

- 2.1 Carter Fielding is regulated by the RICS (www.rics.org) and conforms to their Rules of Conduct.

3. General description of building defect service

- 3.1. This level of service is designed for people who are seeking a professional opinion about a defect in their property, such as structural movement, cracking, damp or maintenance issues and is based on a detailed assessment.
- 3.2. The Surveyor will closely inspect the relevant area of the building and will assess the interdependence of the different parts of the structure, materials, services and finishes.
- 3.3. Where he is concerned about a hidden problem or defect, he will try to identify these and explain the risk they pose and what action you should take. Recommendations for further investigations will usually be the exception.
- 3.4. The Surveyor will consider his or her advice carefully but is not required to advise on any matter the significance of which, in relation to the property, is not apparent at the time of inspection from the inspection itself.
- 3.5. The Surveyor will inspect diligently but is not required to undertake any action which would risk damage to the property or injury to him.
- 3.6. The Surveyor will not undertake any structural or other calculations.

4. The inspection

- 4.1. The extent of an inspection will depend on a range of specific circumstances (including health and safety considerations). The following critical aspects may help you distinguish this from inspections at other levels of service.
- 4.2. Accessibility and Voids – The Surveyor will inspect as much of the internal and external surface area of the relevant area of the building and those areas directly adjacent, except where these are covered, unexposed or not reasonably accessible or visible from within the site or adjacent public areas.
 - 4.2.1. An example of a structural element which cannot normally be inspected is the foundations. However, this does not mean that the survey would not reveal whether or not the foundations are structurally sound, as structural faults in foundations normally manifest themselves in other parts of the structure, particularly as structural cracking in the walls.
 - 4.2.2. The Surveyor does not move heavy furniture, drill holes or excavate trial holes or remove plaster, boarding, lining, service panels or other panelling, nor does he arrange for the inspection of cavities.
 - 4.2.3. If the Surveyor has reason to believe that there are concealed defects, he will recommend further investigation, which may involve opening up relevant parts of the structure.
- 4.3. The Surveyor does not usually use long ladders unless we are specifically asked to do so, or unless we have reason to consider it necessary. In the event of ladders being required, an additional charge will be made to pay for a building contractor to provide long ladders, scaffold or access equipment.
- 4.4. Fixed covers or housings - The Surveyor will not attempt to remove securely fixed covers or housings without the express permission of the owner.
- 4.5. Roof spaces - The Surveyor will carry out an inspection of roof spaces that are not more than three metres above floor level using a ladder if it is safe and reasonable to do so. He will enter the roof space if it is accessible and visually inspect the roof structure with particular attention paid to those parts vulnerable to deterioration and damage.
 - 4.5.1. Although he will not move thermal insulation, he will lift small corners if he considers it safe so its thickness, type and the nature of the underlying ceiling can be identified and assessed.

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- 4.5.2. Where he has the permission of the owner, he will move a small number of lightweight possessions so a more thorough inspection can take place.
- 4.5.3. In recent years, the lofts of many buildings have been insulated with thick layers of thermal insulation. Usually, it is not safe to move across this material and this may restrict what he can look at in the roof space.
- 4.6. Floors - The Surveyor will closely inspect the surfaces of exposed floors and will lift the corners of any loose and unfitted carpets and other floor coverings where practicable. He will assess all floors for excessive deflection. Where the boards are lifted, he will look in the space beneath by way of an inverted 'head and shoulder' inspection. If it is safe to do so, he will enter the under-floor area to carry out a more thorough inspection as long as the access panel is big enough, the space beneath the floor is deep enough, and it is safe to do so.
- 4.7. Furniture and occupiers' possessions - The Surveyor will move lightweight, easily moveable, non-fitted items where practicable, safe and where the owner/occupier gives permission.
- 4.8. Services (for example, heating and hot and cold water) - The Surveyor will not perform or comment on design calculations, or test the service installations or appliances.
- 4.9. Areas not inspected - The Surveyor will identify any areas, which would normally be inspected but which he was unable to inspect and indicate where he considers that access should be obtained and he will advise on possible or probable defects based on evidence from what he has been able to see.

5. The grounds

- 5.1. The Surveyor will carry out a thorough visual inspection of the grounds adjacent to areas of structural movement, and, where necessary and appropriate, from adjoining public property.

6. Flats and maisonettes

- 6.1. Unless otherwise agreed, the Surveyor will inspect only the flat and garage (if any), the related internal and external common parts and the structure of the building or particular block in which the subject flat is situated. Other flats will not be inspected.

7. Content of the report

- 7.1. The report will reflect the thoroughness and detail of the investigation and the Surveyor will:
- 7.1.1. describe the form of construction and materials used for the affected part of the building;
- 7.1.2. describe obvious defects and state the identifiable risk of those that may be hidden; and
- 7.1.3. outline remedial options and, if he considers it to be significant, explain the likely consequences if the repairs are not done.

- 7.2. The Surveyor will also make it clear that you should obtain any further advice and quotations he recommends.
- 7.3. The inspection of the internal finishes and decorative condition is primarily intended to ascertain whether there are any serious defects, and whilst the Surveyor will make general comments, he does not normally list all minor defects and blemishes unless he is also specifically asked to prepare a Schedule of Condition.

8. Delivery of the report

- 8.1. The Surveyor will send the Report to the Client's address (or other agreed address) by first class post for the sole use of the Client. A pdf copy will be sent to the Client electronically.

9. Dangerous materials, contamination and environmental issues

- 9.1. The Surveyor makes no enquiries about contamination or other environmental dangers. If he suspects a problem, he will recommend further investigations.
- 9.2. The Surveyor will assume that no harmful or dangerous materials have been used in the construction, and he does not have a duty to justify making this assumption. However, if the inspection shows that these materials have been used, he must report this and ask you for further instructions.
- 9.3. The Surveyor will not be required to comment upon the possible existence of noxious substances, landfill or mineral extraction, or other forms of contamination.

10. Fees and expenses

- 10.1. Fees for services contained within this scope of service are based upon a proper resource assessment to confirm what services are going to be provided and by whom. In this way the fee will take due account of the complexity, duration and scope of the service to be provided.
- 10.2. The Client will pay Carter Fielding the agreed fee for the report together with expenses.
- 10.3. All charges are exclusive of VAT, which will be added at the appropriate rate.
- 10.4. Carter Fielding may provide, for an additional fee, such additional services as may be agreed between Carter Fielding and the Client and confirmed by Carter Fielding in writing.
- 10.5. The Surveyor may charge for further advice or meetings following delivery of the report at an hourly rate of £195.00 per hour plus VAT.
- 10.6. Payment is to be made within 14 days of the invoice date and before the release of the report. Interest at the rate of 1% per month will be charged on unpaid invoices.

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11. Referral fees

11.1. The Surveyor does not pay a referral fee or equivalent inducement to any party who may have recommended his services to you.

12. Time charges

12.1. Where no scale of charges is applicable to the service provided, fees will be charged on a time basis plus expenses unless otherwise agreed. This will include travelling, waiting and abortive time.

13. Jurisdiction

13.1. Our contract with you for the provision of services is subject to English Law. Any dispute in relation to this contract, or any aspect of the service, shall be subject to the exclusive jurisdiction of the Courts of England and Wales, and shall be determined by the application of English Law, regardless of who initiates proceedings in relation to the service.

14. Limitation of liability

14.1. Liability Cap

The Royal Institution of Chartered Surveyors (RICS) recommends the use of liability caps to members as a way in which to manage the risk in their work. Carter Fielding's aggregate liability arising out of, or in connection with the service, whether arising from negligence, breach of contract, or any other cause whatsoever, shall in no event exceed a multiple of 20 times the agreed fee subject to a maximum of £250,000. This clause shall not exclude or limit liability for actual fraud, and shall not limit liability for death or personal injury caused by Carter Fielding's negligence.

14.2. Proportionate liability:

If you suffer loss as a result of our breach of contract or negligence, Carter Fielding's liability shall be limited to a just and equitable proportion of your loss having regard to the extent of responsibility of any other party. Carter Fielding's liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an agreement between you and them, your difficulty in enforcement, or any other cause.

14.3. Personal liability:

None of Carter Fielding's employees, directors or consultants individually has a contract with you or owes you a duty of care or personal responsibility. You agree that you will not bring any claim against any such individuals personally in connection with the services.

15. Cancelling this contract

15.1. Nothing in this clause shall operate to exclude, limit or otherwise affect your rights to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015, or under any such other legislation as may from time to time be applicable.

15.2. 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 Carter Fielding's office within fourteen days of entering into this contract.

15.3. Please note that where you have requested that Carter Fielding provides services to you within fourteen days of entering into the contract, you will be responsible for fees and charges incurred by Carter Fielding up until the date of cancellation. These will be based on hourly charges which include all time spent on a particular project, including traveling, waiting and abortive time. The current indicative hourly rates are: Director £210.00, Principal Surveyor £195.00, Qualified Surveyor, Architect or Engineer £155.00, Assistant £103.00. Reasonable expenses and disbursements such as travel, parking, printing and VAT are payable in addition to the hourly charges.

15.4. Without limiting their other rights or remedies, Carter Fielding may suspend the services if you fail to pay any amount due on the due date for payment.

16. Copyright and intellectual property rights

16.1. Carter Fielding shall retain copyright in and ownership of, all documents, drawings, maps, photographic and other records, and presentation materials prepared by Carter Fielding. Carter Fielding may publish or join in publishing any description or illustration of the works with the prior consent of the Client.

17. Restriction on disclosure

17.1. The Client agrees to keep the documents, including any reports, schedules, calculations and drawings, prepared by Carter Fielding or contained in the Award confidential. In particular (but without limit) the Client must not disclose the whole or any part of the documents to any person (other than a professional advisor) who may intend to rely upon it for any purpose.

17.2. Our advice is provided for your benefit alone and solely for the purposes of the instruction to which it relates. Our report and other advice may not, without our written consent, be used or relied upon by any third party, even if that third party pays all or part of our fees, or is permitted to see a copy of our report. If we do provide written consent to a third party relying on our advice, any such third party is deemed to have accepted the terms of our appointment.

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18. Miscellaneous

- 18.1. Unless expressly provided, no term in the contract between Carter Fielding and the Client is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than Carter Fielding or the Client.
- 18.2. Where the Client has instructed Carter Fielding to make investigations which cause damage to the property on the basis that the Client has obtained the owner's consent, the Client will indemnify Carter Fielding against any loss or cost arising.
- 18.3. The Client may only rely upon the Surveyor's advice and Report for purposes described in the Particulars or communicated to the Surveyor in writing prior to the agreement of the Fee and if the client wishes to rely upon such advice and Report for any other purpose he or she may only do so with the written consent of the Surveyor.
- 18.4. The report should not be taken as a warranty or guarantee that there are no latent or concealed defects.
- 18.5. On no account should contracts to purchase be exchanged prior to receipt of our written report and supplementary reports. Any oral advice given prior to receipt of the written report is for general information only and must not be acted upon.
- 18.6. If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms.
- 18.7. A waiver of any right under these terms or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by Carter Fielding in exercising any right or remedy provided under these terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Privacy and dispute resolution

- 19.1. In the event that the Client has a complaint regarding the standard of service he or she has received, a formal complaints handling procedure will be followed. Using Carter Fielding's complaints handling procedure will not affect the Client's legal rights. Copies of our Privacy Policy and Complaints Handling Procedure are available on request.

19.2. Alternative Dispute Resolution

- 19.2.1. In the event of a dispute not being resolved we agree to the referral of the complaint to the following alternative dispute resolution entities:
- 19.2.2. Consumer Clients - Ombudsman Services: Property, PO Box 1021, Warrington, WA4 9FE. Telephone 0330 440 1600. Website – www.ombudsman-services.org/contact-us-property.html
- 19.2.1. Business Clients - RICS Dispute Resolution Service, Surveyor Court, Westwood Way, Coventry, CV4 8JE. Telephone 020 7334 3806. Website – www.rics.org/uk/join/member-accreditations-list/dispute-resolution-service/about-dispute-resolution-service/

Typical Construction Terms

