



RICS Home Survey Level 3.

Terms and Conditions of Business

L&E Building Surveys Limited trading as

Goldstone Building Surveys

**TERMS AND CONDITION FOR THE SUPPLY OF
PROPERTY SURVEYING SERVICES**

INTRODUCTION

Definitions

In this contract, the following words have the following meanings:

Business day: a day other than a Sunday or public holiday.

Charges: the charges payable by you for the supply of the service in accordance with charges and payment.

Conditions: these terms and conditions as amended from time to time in accordance with variations.

Contract: the contract between us and you for the supply of services in accordance with these conditions.

Deliverables: the report (as defined in the report) or any other report specified (as quoted for and agree to be supplied) provided to you on pre-payment of charges.

Intellectual property rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in design's, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renews or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Inspection: is defined in inspection

Order: your order for services as set out in your written acceptance (including by e-mail) of our quotation.

Property: the property is described in the order.

Services: the services, including the deliverables and the inspection and any other services (as quoted for and agree to be supplied) supplied by us to you as set out in these terms and conditions, the order and the act (as applicable).

Surveyor: the individual carrying out the inspection and providing the advice, being a chartered surveyor.

We, us or our: Goldstone Building Surveys is its trading name of L&E Building Surveys Limited. registered in England and Wales with company number. 10053837.

You or your: the person or firm who purchases services from us.

Reasonable fee: The fee of time we spend on the services at our hourly rates of £250, including time spent travelling. The aforementioned hourly rate is subject to change if we have specified a different rate in our quotation and this later rate will take precedence.

INFORMATION WE PROVIDE TO YOU.

If you are a consumer then, by law, the consumer contracts (information, cancellation and additional charges) regulation 2013 say that we must give you certain key information before a legally binding contract between you and us is made. We will give you this information in a

clear and understandable way. Typically, our representative will give you this information via email before you buy the service from us. Some of this information is also set out in this contract. The key information we give you by law forms part of this contract as though it is set out in full here. For example, we will give you the following information.

The main characteristics of the service you want to buy.

Who we are, where we are based and how you can contact us.

The total price of the service including any taxes or where this cannot reasonably be worked out in advance, the manner in which we will work out the price.

The arrangements for payment, carrying out the service and the time by which we will carry out the services.

How to exercise your right to cancel the contract and the costs of doing so.

Our complaint handling policy.

ORDERING THE SERVICES FROM US.

Below, we set out how a legally binding contract between you and us is made.

Any quotation given by us before you make an order is not a binding offer by us to supply such services and is only valid for a period of three months from its date of issue.

When you decide to place an order for services with us, this is when the order constitutes an offer by you to purchase

services in accordance with these conditions.

When you place an order with our representative, he or she will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.

We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order.

We will only accept your order when our representative emails you to confirm this (confirmation email). At this point:

A legally binding contract will be in place between you and us, and

we will start to carry out the services in the way you and we have agreed.

Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the services described in them. They should not form part of the contract or have any contractual force.

SUPPLY OF SERVICES

We shall supply the services to you in accordance with these conditions, the order and the act as applicable in all material respects.

We shall use all reasonable endeavours to meet any performance dates specified in the order, but any such dates shall be estimates only and we cannot guarantee that we will be able to meet any

performance dates. If you and we have agreed no time or period, this will be within a reasonable time.

In certain circumstances we may have to make changes to the service which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the services, and we will notify you in any such event.

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

We are not required to advise on any matter of significance in relation to the property that is not apparent at the time of inspection from the inspection itself.

THE INSPECTION.

The inspection is a general surface examination of these parts of the property which are accessible to us and are visible and readily available for examination from ground and floor levels without risk of causing damage to the property or injury to the surveyor (the inspection).

Our surveyor will not undertake any structural or other calculations or determine the load bearing capacity of structural elements, which we recommend are carried out by a structural engineer.

Our surveyor will inspect as much of the internal and external area of the building as is practicable in a RICS Home Survey Level 3, but will not inspect those areas which are covered, unexposed or not reasonably accessible from within the site, or adjacent public areas.

Our surveyor is not required to remove any obstruction during the inspection, including

but not limited to, furniture and floor coverings.

Our surveyor will lift visible and easily accessible sample loose floorboards and trap doors where visible, if any, which are not covered by heavy furniture, ply or hardboard, fitted carpets or other fixed floor coverings in a Home Survey Level 3. Our surveyor will not attempt to cut or lift fixed floorboards without express requirements by yourself and permission of the owner.

Our surveyor will not attempt to remove securely fixed covers or housings without the express permission of the owner.

Our surveyor will inspect the roof space if there are available hatches which are not more than three meters above the adjacent floor or ground in a Building Survey. Where no reasonable access is available, the roof space will not be inspected. The inspection of any roof space will be limited only to where the surveyor is able to safely stand and obtain visuals. Small spaces and unboarded or partially unboarded areas will not be inspected. Similarly, outer surfaces of the roof or adjacent areas will be inspected from skylight or street level as well as is reasonably possible but will be excluded if they cannot be seen. Roof timbers, where accessible, will be tested at random spots with a moisture meter. However, absence of damp does not guarantee absence of internal rot or dry rot. We will not assess or test the weathertightness of any weatherproofing system, including roof membranes.

The inspection for a Home Survey Level 3 will include boundaries, grounds and permanent outbuildings if agreed but will not include constructions or equipment with a specific leisure purpose including, without limit, swimming pools or tennis courts.

Our surveyor will carry out a visual inspection of the service installation in a Home Survey Level 3, where accessible, and:

We will lift accessible inspection chamber covers to drains and septic tanks (where it is safe to do so and without causing damage) and observe the normal operation of the drains in everyday use. This will be restricted where properties are empty and drained down.

No tests of the service installations will be carried out, although general comments will be made where possible and practicable. The surveyor will report if it is considered that tests are advisable: and

Some services may be inspected at the discretion of the surveyor, but the surveyor will not test or assess the efficiency of electrical (including intercoms, lifts, gates and security systems), gas, plumbing, heating or drainage installations, ventilation systems, the internal condition of any chimney, boiler or other flue for compliance with current regulations.

We will observe the normal operation of the services in everyday use (where it is safe to do so and without causing damage) including operating an identified sample of lights and extractor fans as well as requesting where available or practical (that the occupier operates the heating system).

Our surveyor will identify any areas which would normally be inspected in a Home Survey Level 3 but which he or she was unable to inspect.

Particular noise and disturbance affecting the property will only be noted if it is significant at the time of the Home Survey

Level 3 inspection or if specific investigation has been agreed between our surveyor and you and confirmed in writing.

Our surveyor will report on any obvious health and safety hazards to the extent that they are apparent from elements of the property considered part of the inspection.

Unless otherwise expressly stated in a Building Survey, our surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However, our surveyor will advise in the report if, in his or her view, there is a likelihood that deleterious material has been used in the construction and specific enquires should be made or tests should be carried out by a specialist.

Our surveyor will not advise on lead water supply pipes. Any pipework must be inspected by a certified plumber.

Our surveyor does not advise in a Home Survey Level 3 report if the property is in an area where, based on the information published by the health protection agency (HPA), there is a risk from radon. In such cases, tests should be carried out to establish the radon level.

Our surveyor will not advise in a Building Survey if there are transformer stations or overhead power lines which might give rise to an electro-magnetic field, either over the property or visible immediately adjacent to the property. Our surveyor is not required to assess any possible effect on health or to report on any underground cable.

Our surveyor will not be required to comment upon the possible existence of noxious substances, landfill or mineralised extraction or other forms of contamination.

Any roof space which is or has been subjected to pigeon, rat or other pest / vermin infestation, will not be accessed due to the risk of contracting histoplasmosis and other diseases spread by spores present in faecal droppings. We are not liable for any failure to identify the infestation of vermin or pests.

The inspection and report does not include an asbestos survey and falls outside the control of asbestos regulations.

Our surveyor may at his or her discretion describe the building materials used in the construction of the property, but we will not be liable for any misdescription of such aforementioned building materials, including those comprising entirely of or in part asbestos.

When inspecting flats, the surveyor assesses the general condition of the outside surface of the building, as well as its access and communal areas for example, (shared hallways and staircases that lead directly to the subject flat) and roof spaces, but only if they are accessible from within or owned by the subject flat or communal areas. The surveyor also (inspects within the identifiable boundary) of the subject flat as well as drainage where this is practical.

THE REPORT

Our surveyor will report upon the main aspects of the property relating to its condition as arising from a building survey inspection in accordance with the home survey standard (1st edition) RICS professional statement which is equivalent to Level 3 report as per our quotation but this does not include assessing the site/location, the design, structural framework, fabric and services, the

grounds, boundaries an environmental aspects considered to affect the property, and any requirements for further investigation arising from the inspection.

Unless otherwise expressly agreed our surveyor while preparing a building inspection report will assume that the property is connected to and has the right to use mains services on a basis that is known and acceptable to you, that the sewer, main services and roads giving access to the property have been adopted, i.e. are under local authority, not private, control, and access to the property is as of right upon terms known and acceptable to you.

Our surveyor will be entitled to assume that the property is not subject to any unusual or onerous restrictions, obligations or covenants which apply to the property or affect the reasonable enjoyment of the property.

Our surveyor will be entitled to assume that all planning, building regulations and other consents required in relation to the property have been obtained. The surveyor will not verify whether such consents have been obtained. Any such relevant inquiries should be made by you or your legal advisors. Drawings and specifications will not be inspected by our surveyor unless otherwise previously agreed.

Our surveyor will be entitled to assume that the property is unaffected by any matters which would be relevant by a local search and replies to the usual inquiries, or by a statutory notice, and that neither the property, nor its condition, its use, or its intended use, is or will be unlawful.

The report will not include costs of building work, reinstatement or remedying defects unless explicitly agreed.

The report shall be written and read in consideration of the construction standards at the time of build, and these are not to be assessed based on present day new build standards and / or current building regulations.

The report will not determine the presence or adequacy of Japanese knotweed, asbestos and other deleterious materials, animal and vermin (bird droppings rats dog waste etc), lack of emergency escape, inadequate fire precautions and fire protection measures, the implications of external wall systems and their combustibility/incorrect fixing. Referral should be made to a competent persons where issues of compatibility and/or incorrect fixing appear to exist, absence of safety glass to openings and outbuildings, falls from height, lack of safety rails, steep stairs, and serious and significant tripping hazards, unstable parts of the building, especially at high level, unsecured fireplace surrounds, lead water pipes and lead paint, gas leaks and carbon monoxide poisoning, dangerous electrics, absence of test certificates for services/appliances/private water supply, inappropriate use of accommodation (for example, non-conforming roof space conversion and bedrooms in damp basements), overhead power lines, which might cause issues relating to electromagnetic fields (EMFs), high radon levels, automatic gates, unprotected garden ponds and swimming pools and Legionnaires disease.

The report will not cover legal aspects including but not limited to flying free holds or submerged free holds, evidence of multiple occupancy, tendencies, holiday

lettings and Airbnb, future use of the property, signs of trespass and rights of way, arrangements for private services, septic tank registration and so on, rights of way and maintenance/repairing liabilities for private access roads and/or footways, ownership of verges, village greens and so on, Chancel matters, other property rights including right of light, restrictions to occupation, tenancies/vacant possession, easements, servitudes and / or wayleaves. Boundary problems including poorly defined site boundaries, repair of party walls, party wall agreements and works in progress on adjacent land, details of any building insurance claims, parking permits, presence of protected species (for example bats, badgers and newts) and green deal measures, feed-in tariffs, and roof leases.

YOUR OBLIGATIONS

You shall:

Ensure that the terms of the order and any information you provide to us is complete and accurate.

Co-operate with us in all matters relating to the services.

Provide us, our employees and agents with access to the property and other facilities as reasonably required by us.

Provide us with such information and materials as we may reasonably require in order to supply the service and ensure that such information is accurate in all material respects.

Prepare the property for the supply of the services, ensuring that there is a safe environment for our employees to provide the service; and obtain and maintain all necessary licences, permissions and

consents which may be required before the date on which the services are to start.

Immediately invite the surveyor to re-inspect the property if significant defects have been discovered by you, your contractor, subcontractor, solicitor or agent, which were not reported on in the survey report. No works shall be carried out until the surveyor has re-inspected the property to verify the new findings. In cases of emergency, works may be carried out urgently, but the surveyor must still be notified prior to the works being carried out and must also be offered access at all reasonable times to witness in person the defects present and remedial action being carried out. Failure to do so will immediately and automatically invalidate any claim against Goldstone Building Surveys.

If our performance of any of our obligations under the contract is hindered, prevented or delayed by any act or a mission by you, your agents, subcontractors, consultants or employees, or failure by you, your agents, subcontractors, consultants or employees to perform any relevant obligation (Your default)

We shall without limiting our other rights or remedies have the right to suspend performance of the service until you remedy your default, and to rely on your default to relieve you from the performance of any of your obligations to the extent your default prevents or delay's our performance of any of our obligations.

We shall without limiting our other rights or remedies have the right to perform the services with the caveat that we shall not be held liable for any deficiencies in the service which are as a result of your default.

We shall not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in these clauses, and

You shall reimburse us on written demand for any costs, charges or losses sustained or incurred by us arising directly or indirectly from your default.

CHARGES AND PAYMENT

The total charges for the services shall be on a fixed fee bases or a reasonable hourly rate and shall be set out in the order. We reserve the right to charge for abortive inspections.

We shall invoice you prior to undertaking the Home Survey Level 3, payment will be required before Goldstone Building Surveys can commence with the inspection.

Any claims we deem frivolous, vexatious, abusive, fraudulent and all exaggerated shall be investigated and a reasonable fee shall be charged to and paid by you within seven days from our time spent on the matter.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in or arising out of or in connection with the services shall be owned by us and may be used by us at our absolute discretion.

You acknowledge that, in respect of any third-party intellectual property rights, your use of any such intellectual property rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to licence such rights to you.

All of our materials are the exclusive property of us.

We cannot consider any claims from clients who report alleged missed items or defects 30 days after the survey has been carried out, as it is very possible that these defects may have developed between the time of survey and the date of complaint.

Any information relevant to our service may be subject to monitoring and will need to be provided to RICS upon request.

CONFIDENTIALITY

A party (receiving party) shall keep in strict confidence all technical or commercial know how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party) its employees, agents or sub-contractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and sub-contractors who need to know it for the purpose of discharging the receiving parties' obligations under the contract, and shall ensure that such employees, agents and sub-contractors comply with the obligations set out in this clause as though they were a party to the contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination of the contract.

The report is for the benefit of the addressee only, we accept no liability to any other party who may seek to rely on the whole or any part of this report.

LIMITATION OF LIABILITY

Consumer provisions

If you are a consumer, the following provisions will apply.

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any losses that,

We're not foreseeable to you and us when the contract was formed.

We're not caused by any breach on our part.

Business losses.

losses to non-consumers.

Business provisions

If you are not a consumer, the following provisions will apply.

Nothing in these conditions shall limit or exclude our liability for:

Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, OR

Fraud or fraudulent misrepresentation.

Subject to the above clause,

Except in the event that you are a consumer, we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), Breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract, and

Our total liability to you as a consumer or business in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the charges.

You shall not disclose the report or its contents to any person or entity other than your personal advisers subject to you first obtaining written confirmation from such advisors that they shall use the report only in advising you. For the avoidance of doubt, we shall be entitled to disclose the report without limitation.

This clause shall survive termination of the contract.

EVENTS BEYOND OUR CONTROL

Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of these events and having kept you informed of the circumstances, but we will try to restart the services as soon as these events have been fixed. Example of events which might be beyond our reasonable control include,

You change the services, and this means we have to do extra work or wait for extra materials.

We have to wait for your providers to complete their work before we are able to carry out the services.

We cannot access the property at the times we arranged with you, and or your providers.

You have not prepared the property in the way we agreed with you.

Poor weather conditions.

Further enquiries or issues raised by you in relation to the services.

With exception to poor weather conditions, A reasonable fee will be charged in the aforementioned events. We also reserve the right to charge a reasonable fee for the time spent on complaints which do not evidence a default in our services.

TERMINATION

We may terminate the contract with immediate effect by giving written notice to you if (I) you commit a material breach of any terms of the contract, (II) an event beyond our control continues for a continuous period of one month.

GENERAL

Assignment and other dealings.

We may at any time assign, Transfer, mortgage, sub-contract or deal in any other manner with all or any of its rights under the contract and may subcontract or delegate in any manner any or all of its obligations under the contract to any third party or agent.

You shall not, without the prior written consent of us, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under the contract.

Notices

Any notice or other communication given to a party under or in connection with the contract shall be in writing, addressed to that party at its registered office (if it's a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by prepaid first class post or other next working day delivery service, commercial Courier, or e-mail.

A notice or other communication shall be deemed to have been received, if delivered personally, when left at the address referred to in clause Notices. If sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting, if delivered by commercial Courier, on the day and at the time that the couriers delivery receipt is signed, or, if sent by e-mail, one business day after transmission.

The provisions of this clause shall not apply to the service of any proceedings or documents in any legal action.

Waiver

A waiver of any right under the contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach for default. no failure or delay by a party in exercising any right or remedy provided under the contract or by

law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its 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.

No partnership or agency

Nothing in the contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in anyway.

Third parties

A person who is not a party to the contract shall not have any rights to enforce it terms.

Variations

Except as set out in these conditions, no variation of the contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by us.

Disputes

We will try to resolve any disputes with you quickly and efficiently.

If you are unhappy with, the service, our service to you generally and any other matter please contact us as soon as possible.

If you and we cannot resolve a dispute using our internal complaint handling procedure we will,

let you know that we cannot settle the dispute with you and give you certain information required by law about our alternative dispute resolution provider.

If you want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.

Relevant English and Welsh law will apply to this contract.

Entire agreement

The contract constitutes the entire agreement between the parties.

Non-reliance

You acknowledge that you have not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of us which is not set out in the contract.

CANCELLATION & REIMBURSEMENT

You may cancel the contract with not less than 24 hours' notice of Survey appointment. If you cancel the contract with less than 24 hours' notice and the site inspection is not being undertaken or our surveyor is not on route to the site inspection, then we shall charge you a 25% of the agreed or estimated cost.

If we state that the site inspection is being undertaken or the surveyor is on route to the site inspection, you do not have a right to cancel and must pay our full fees as quoted. We are not obliged to supply you with any evidence that the site inspection is being undertaken. All reasonable costs

incurred as a result of a cancellation must be paid for by you.

This clause only applies if you are a consumer (Not a business). You will have a statutory period of fourteen days from the date of the order within which to cancel (the cancellation period). We invite you to ask us to start work during the cancellation period by confirming acceptance of our quotation in writing or email. We can start work immediately if you do this and we will be entitled to be paid a reasonable fee for the work done and expenses incurred. You will not lose the right to cancel unless we complete the work during the cancellation period, but we will still be entitled to be paid the reasonable fee for the work done and expenses incurred. Otherwise, we will not be able to start work for you until the cancellation period has ended. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (EG letter sent by post or e-mail).

If our surveyor attends the inspection but is unable to obtain full access, resulting in a re-inspection needing to be undertaken, there will be a reasonable fee charged. If only partial access is available, you must still pay the full fees quoted by us to us.

I confirm I have read, understand, and accept the terms set out above and the conditions below for the Level 3 Survey service.

I authorise Goldstone building surveys to immediately commence work on the report, and I except that once the report has been provided to me, I will lose my right to cancel during the 14-day cooling off period (as provided by The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013).

I accept that if I exercise my right to cancel after Goldstone building surveys has commenced work on the report, but before the report has completed, I may be entitled to a partial reduction or refund. I understand that no refund will be payable if the cancellation was received less than 24 hours before the appointment.

I accept that Goldstone building surveys may, in some instances, pay or receive a referral fee from a third party in connection with this transaction.

I authorise Goldstone building surveys to process my personal data in accordance with these terms and its privacy policy.

Client Name: _____

Signed: _____

Date: _____

APPENDIX TO THE REPORT

Leasehold properties advice.

The advice contained here is for both current and prospective owners of leasehold properties.

Before you buy a leasehold property, you need to pay particular attention to the terms of the lease.

Other than in Scotland, most flats and maisonettes and some houses are leasehold.

Your legal advisers are responsible for checking the lease for you, but they do not normally see the property. The surveyor may note specific features that may have legal consequences.

These matters will be set out in Section H of your report and you should give a copy to your legal advisers immediately.

Unless the report says otherwise, the surveyor will assume that all the terms of the lease which might have an effect on the value are standard and that only a small ground rent is payable.

The surveyor also assumes that:

- if there are more than six properties in the building, the property is managed either directly by the freeholder or by a professional managing agent;
- if there is more than one block in the development, the lease terms apply (except for upkeep of common roads, paths, grounds and services) only to the block the property is in;
- all the leases are the same in all important respects if there is more than one leaseholder.
- you have the right of access over all shared roads, corridors, stairways, etc., and the right to use shared grounds, parking areas and other facilities;
- there is no current dispute, claim or lawsuit relating to the lease;
- the lease has no particularly troublesome or unusual restrictions;
- the unexpired term of the lease is 85 years (that is, the lease has at least 85 years still to run); and
- the property is fully insured.

When calculating the reinstatement cost (where included), the surveyor assumes that the property is insured under a satisfactory policy covering the whole building. The 'reinstatement cost' is the cost of rebuilding an average home of the type and style inspected to its existing standard using modern materials and techniques and in line with current Building Regulations and other legal requirements.

Your legal advisers should check the full details of any lease. You should also ask your legal advisers the following questions.

- Are the other flats occupied by owners or short-term (Assured Shorthold Tenancy) tenants?
- Is there a management company or a managing agent (or both) correctly set up to deal with running and maintaining the block the property is in?
- Who is the 'dutyholder' under the Control of Asbestos Regulations 2012? Your legal advisers should also get confirmation that an asbestos register and current management plan are in place, and confirmation of any associated costs that you may have to pay.
- Is there a suitable maintenance and replacement fund, with suitable reserves, to deal with:
 - general cleaning
 - maintaining and repairing the shared parts;
 - repairs to the main structure;
 - shared heating systems; and
 - repairing and maintaining lifts?
- How much is the ground rent;
- How much was the last paid maintenance or service charge and what period did it cover?
- Are the service charge accounts satisfactory and up to date?
- Are there any existing or likely management problems or disputes, or any known repairs or programmed work still to be carried out, which would affect the level of the maintenance or service charge to be paid?
- Are services regularly and satisfactorily maintained and are there satisfactory and current certificates for:
 - any lifts;
 - the fire escapes and fire alarms;
 - the security systems;
 - any shared water and heating systems; and
 - other shared facilities.
- Is the liability clearly set out for repairs to the property, to the shared parts and the main structure?
- Is the liability for repairs shared equally between leaseholders and is there a suitable process for settling any disputes which may arise in this area?
- Is it the management company or each individual leaseholder who is responsible for the building insurance, and is there a block insurance policy?
- Are there any unusual restrictions on the sale of the property?

The majority of the above questions are contained within a document called the LPE1. This is a questionnaire usually sent from your legal adviser to the seller's legal adviser. The seller and/or the managing agent will complete the LPE1 and send it back to your legal adviser who will discuss it with you.

If the property is a leasehold house, it may still share responsibilities with other building owners, and so may involve management companies, service charges, etc. You should ask your legal advisers to confirm this. You may also want them to investigate the possibility of buying the freehold (which might be complicated).