



New Practice note

Climate change and property

Learn how climate change may impact the sale of a property and how to advise your clients. This practice note includes practical guidance to help address common challenges identified by solicitors.

12 May 2025 • 20 minute read

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1. Introduction

This practice note is the Law Society's view of good practice and is not legal advice. For more information see the [legal status](#).

The note builds on our climate change guidance from April 2023: [the impact of climate change on solicitors](#).

The 2023 guidance covers solicitors' professional duties across various practice areas. This practice note specifically deals with property transactions. It addresses what solicitors should do in relation to climate change risk when advising on property transactions.

Some topics in this practice note go beyond legal matters that solicitors are competent to advise on. For example, the [physical impact of climate change](#) (section 2.1). Clients should consult a surveyor or another specialist for advice on these matters.

Subject to client instructions, you should advise on the potential legal implications stemming from physical risks (section 3) or transition risks. Specifically, risks identified on the particular transaction by the parties, advisers or search results.

Section 5 has more information on [valuations and surveys](#).

The issue of climate change is constantly developing. We will continue to monitor the issue and keep this practice note under review to reflect any significant developments.

1.1 Who should use this practice note?

Solicitors and their teams who handle property transactions.

This practice note considers how to address climate change risks in these transactions, whether they involve residential, commercial, or mixed-use properties.

The note offers practical advice suitable for most solicitors, regardless of their firm's size or whether they specialise in residential or commercial work.

2. Examples of climate risks in property transactions

Our [2023 climate change guidance](#) highlights the three categories of climate-related risks set out below:

- physical risks
- transition risks
- liability or legal risks

Each of these risks can impact on property transactions or associated matters.

We collectively refer to these as 'climate risks' in this practice note, unless specified otherwise.

This section provides examples of why each of these risks is relevant and important to property transactions.

For more detail on climate risks, see the [UK Climate Change Risk Assessment 2022](#).

2.1 Physical risks

Extreme weather events are becoming more common due to climate change. These events impact properties and the built and natural environment.

Examples of physical impacts that might affect transactions relating to commercial or residential property include:

- ground stability/subsidence (clay ground swell/shrink)
- coastal erosion
- flooding (groundwater, coastal, river, surface and tidal)
- sea level rise
- water stress (when the demand for water is higher than the amount available or when poor quality restricts water use)
- heat stress (excessive heat in buildings)
- wildfire risk
- physical damage to the property from extreme weather events

These examples may also impact the infrastructure upon which the property depends. For example, transport and utility infrastructure.

These impacts can influence insurability, sales, leasing, development or financing. They can potentially reduce a property's value or marketability, or affecting its use and/or enjoyment.

It is important clients understand that physical risks could impact their property in the future, possibly even in the short to medium term.

Our [flood risk practice note](#) aims to help solicitors inform clients about flood risks, including those looking to buy property in flood prone areas.

The focus of that note was on the current and historic position in relation to flood. This practice note looks at future risks, including those that may not yet have occurred.

Solicitors are not qualified to advise on physical risks. Your professional indemnity insurance may not cover this type of advice.

You should advise clients to seek advice for these matters and to obtain any relevant surveys from suitably qualified professionals such as building surveyors before the clients contractually commit to a transaction.

Section 5 has more guidance on [valuations and surveys](#).

Subject to your client's instructions, you should focus on the legal implications of liability arising from physical or transition risks. Specifically, those identified on the particular transaction by the parties, advisers or search results.

2.2 Transition risks

Transition risks arise from activities related to the [UK's 2050 net zero goal](#).

These risks are the changes (including policy, legislative, regulatory and market) that are made by governments, industries and consumers, among others, to respond to climate change through the pursuit of a lower carbon world.

In a property context, those changes may have an adverse impact on anyone with an interest in property, which can affect property values or marketability, transaction costs, or lead to financial penalties or reputational damage.

For example, a property that currently complies with relevant legislation may no longer comply following future legislative changes, with adverse consequences.

In the UK property sector, examples of regulations, reporting requirements and standards that are subject to change or in the course of being introduced, include the following:

- [Minimum Energy Efficiency Standard Regulations](#) (minimum acceptable Energy Performance Certificate rating) – mandatory
- [UK Building Regulations](#) – mandatory for developments and refurbishment projects
- [Greenhouse Gas Reporting requirements](#) – mandatory for large and listed organisations, but not individuals or small and medium-sized enterprises (SMEs)
- [The Future Home and Building Standards](#) – anticipated mandatory implementation from 2025

Minimum energy efficiency standard regulations

In practice for most property transactions, whether commercial or residential, the [Minimum Energy Efficiency Standard \(MEES\)](#) is probably the most significant transition risk in respect of let property currently.

The requirements of MEES are expected to become stricter.

For example, the threshold for substandard energy performance certificate (EPC) ratings may be raised.

Our [MEES guidance](#) highlights the risk of financial penalties and reputational damage for landlords if premises are let with a substandard EPC rating. Substandard ratings are currently an 'F' or 'G'.

While our MEES guidance is focused on commercial property, this MEES risk is also relevant for landlords of residential property.

Solicitors acting on transactions involving leases of property, or property subject to leases, should explain the implications of MEES to their clients. This is particularly important if the property has a substandard EPC rating, or is likely to have a substandard rating following proposed changes to MEES.

You should explain the potential consequences, who is responsible and possible actions.

2.3 Liability or legal risks

Liability or legal risks are an actual or potential negative impact arising from [physical risks](#) (section 2.1) or [transition risks](#) (section 2.2), which may lead to a legal liability or obligation.

They can apply to individuals or businesses.

Examples of liability or legal risks include:

- costs to upgrade property which is substandard under the [Minimum Energy Efficiency Standard \(MEES\)](#)
- a new financial penalty
- a development not being able to be implemented as originally planned
- a physical event impacting on the ability to enforce legal rights or comply with legal obligations

Examples of scenarios liability or legal risks could lead to:

- planning conditions being imposed to make a proposed development more flood resilient. This could limit property use or increase development and maintenance costs
- a landlord suffering a penalty (financial or reputational) as a result of MEES
- where a property owner has riparian obligations and fails to take reasonable measures to engage in flood risk management, they may be liable in negligence for flood damage to neighbouring properties
- legal rights of way cannot be exercised because of the physical impact of climate change on accessways to the property. For example, a property cannot be accessed as the access road is flooded

Section 4 has more [examples of the legal implications of liability or legal risks](#).

Subject to client instructions, **you should advise on the legal implications of potential liability or legal risks** arising from physical or transition risks. Specifically, those identified on the particular transaction by the parties, advisers or search results.

To identify physical risks and their potential non-legal consequences, you should direct clients to get advice from suitably qualified professionals.

See section 5 for more information on [valuations and surveys](#).

3. How to advise on climate risk

3.1 General approach

As climate risks become more prevalent, solicitors may need to highlight relevant connected legal issues to clients during property transactions.

Our [2023 climate change guidance](#) advises solicitors to adopt a proportionate approach to climate change issues.

The significance of climate risks for a transaction will depend on the specific property, its intended use and other circumstances.

Section 4 has more guidance on [acting for clients in different types of transactions](#).

Following the guidance in this practice note (and subject to the solicitor's retainer), **solicitors should advise on the legal implications of potential liability arising from physical or transition risks.**

Specifically, those identified on the particular transaction by the parties, advisers or search results.

3.2 Checklist for property transactions

This is a summary of what solicitors should consider doing about climate risk in property transactions.

The actions you take could be documented in the letter/terms of engagement, the report on title or elsewhere.

1. Explain to the client:

- climate risks might affect the ability to insure, sell, let, develop or finance the property. They could also cause damage, losses, costs, and inconvenience
- commissioning a climate risk search is one way to find out more information about how climate risks may impact the property. Section 3.4 has more information on [climate risk searches](#)
- in some cases, feasibility studies can also assess potential for adaptation, retrofitting, or overheating in future climate scenarios
- another option is for the client to consult their building surveyor or other professional adviser who is qualified to advise on the impact of climate risks. Section 5 has more information on [valuations and surveys](#)
- what you will or will not be doing (or have or haven't done) in relation to climate risk, reflecting the particular circumstances of the services that you will provide or have provided, and the particular knowledge and experience of the client. Section 3.3 has more information on [solicitor's retainer and report on title](#)

2. Advise the client on their potential legal liabilities resulting from the climate risks.

Specifically, those identified on the particular transaction by the parties, advisers or search results, subject to the agreed scope of instructions.

See section 2.3 for more detail on [liability or legal risks](#).

3. Consider and advise whether lender requirements might also require a climate risk search.

Section 4.3 has more information on [acting for a lender](#).

4. Record in writing whether the client has decided to request a climate risk search.

Also record whether they have considered other options for finding out how climate risks may impact the property.

5. When reporting the results of a climate risk search to the client:

- clarify that you are not competent to provide a technical interpretation of the results
- clarify you are not competent to advise on the technical, practical and financial consequences which flow from the search result, and
- advise the client to consult the search provider or a relevant specialist.

See section 5 for more detail on [valuations and surveys](#).

6. Document any advice in writing.

For example, in the report on title.

7. If, acting for the lender, a climate risk search is obtained for a buyer (even if it was not required by the lender) and it raises concerns, you should, if aware of the concerns, seek instructions from the lender on whether they wish to proceed with the loan.

Section 4.3 has more information on [acting for a lender](#).

3.3 Solicitor's retainer and report on title

Setting out the limits of your advice in relation to climate risk is helpful for clients.

The level of explanation needed usually depends on the client's knowledge of the topic. Less information is required for clients who:

- have greater experience
- have other specialist advisers on climate risk issues
- do not require climate risk advice due to the nature of their interest in the property

The scope of the advice and services you're providing on the legal implications of climate risks can be set out in the letter or terms of engagement at the start of the transaction.

Alternatively, you can set out the scope of advice and services in the report on title. The advantage of including this in the report on title is that the advice will reflect the issues that have been identified as the transaction has progressed.

You should specify whether the client will arrange, or has arranged, their own climate risk investigations or whether you will order or have ordered a climate risk search.

The climate risk search could be part of a standard environmental search with a climate module included, or a separate climate risk search.

See section 3.4 for guidance on [arranging climate risk searches](#).

The client may have already appointed a third-party expert to perform climate risk analysis on a property that is going to be developed.

If you're acting for a lender, consider any lender requirements relating to climate risk. You may need to refer to these in the letter or terms of engagement, or in the report on title.

It is important to reiterate to your client that **solicitors aren't qualified to advise on the physical risks of climate change**.

Clients should seek advice from qualified professionals such as building surveyors for these matters. See section 5 for more information on [valuations and searches](#).

The solicitor's role is to advise on the legal implications of any potential liabilities arising from physical or transition risks. Specifically, those identified on the particular transaction by the parties, advisers or search results.

Sample wording

Below is some sample wording that you can use in a report on title.

It can also be adapted for a letter/terms of engagement.

You aren't required to use this wording. It does not cover every issue related to climate risk, but it is designed to help you explain some key climate risk points to clients.

The wording briefly explains the impact of climate risk issues.

It then specifies what the solicitor has or has not done. In particular, whether a climate risk search was carried out. If so, there is the option to include any opinion and/or recommendations from the search provider based on the results.

The wording should be amended to reflect the specific services you're providing and the client's knowledge and experience.

Climate change is increasingly having a significant effect on real estate, not only through its physical impact such as increased flooding or subsidence, but also through transition risks (for example, the impact of laws introduced to mitigate and adapt to climate change). Such climate risks may affect the ability to insure, sell, let, develop or finance property, which can adversely impact the property's value or marketability, as well as the use and enjoyment of the property.

You should where appropriate discuss with your building surveyor or other specialist adviser, valuer, and lender the points that are highlighted in this report relating to climate risk.

You may also wish to consider with your insurance broker the terms on which buildings insurance is currently available to cover losses caused or exacerbated by climate change.

The minimum energy efficiency standards apply to commercial and residential property let to tenants in England and Wales. This requires properties where there is a new or existing letting to have an EPC rating of at least an E. If it has a rating of F or G (known as a “substandard rating”), the landlord may receive a financial and/or publication penalty, but there are certain exemptions and exceptions.

The Property has an EPC rating of [], [which currently will not attract any potential penalties] **or** [which currently will attract potential penalties].

You should note that it is anticipated that the minimum energy efficiency standards will become stricter in the future, which may mean that an EPC rating that today does not attract a potential penalty may do so in the future. See the Law Society’s guidance on Green leases and Minimum Energy Efficiency Standards for further information about landlord liability under the minimum energy efficiency standards and the solicitor’s duty to advise in that regard.

[NOTE: Specify any other climate change related areas of law on which advice will be given such as [renewable heat legislation] [Domestic Renewable Heat Regulations 2014 and Non-Domestic Renewable Heat Incentive Regulations 2018] – this may not be required depending on the type of transaction and the client’s knowledge and experience.]

[We have obtained for [you] [as required by your lender] [Option A - an environmental desktop search of the property that includes desktop forecasts of climate risks (including flood) that are likely to occur in the future] [Option B - a desktop climate risk search of the property that forecasts climate risks (including flood) that are likely to occur in the future]. We wish to highlight the following opinion from the search provider on the search results [•]. This climate risk search provides only a limited analysis of the risks. As solicitors we are not qualified to advise on the technical, practical and financial consequences which flow from the search results, nor necessarily to advise or recommend next steps, or whether further investigations are required (since this may relate to non-legal matters). You should seek further advice from [your specialist advisers] [suitably qualified professionals such as building surveyors] to evaluate the risk and what it means for the property and its potential value]. Questions about the search results may also be raised with the search provider.]

[We have not obtained for you an environmental desktop search including climate risks, or a desktop climate risk search of the property. This is because you have informed us that [these searches have already been commissioned] [you are using separate advisers to carry out investigations in relation to environmental issues, or the impact of climate risks (including flood) on the property] [you do not want such a search to be obtained].

If you have obtained a climate risk search of the property, you should mention this to your prospective insurer, or insurance broker, who may wish to receive a copy. Insurers may consider any climate risk adaptation measures when assessing the coverage that they will offer.

3.4 Climate risk searches

Commercial data providers can provide desktop climate risk searches. These can either be standalone searches, or as modules included within an environmental search.

Climate risk searches are initial screening reports. They aim to give users such as prospective property owners and their legal advisers a medium to long-term future insight into whether physical climate risks, and to some extent transition risks, are likely to impact the property.

Climate risk searches provide a relatively easy way for busy solicitors and their clients to understand these risks at a basic level. However, they may not be suitable for all clients and properties.

Climate risk searches vary in terms of cost, quality, range, analysis and interpretation of the data.

They mostly use publicly available data. This data is based on information that is not specific to the property. It does not usually consider factors such as the form of construction or condition of the property.

How searches work

Climate risk searches choose a climate change modelling scenario (or scenarios) to produce their assessment(s).

Modelled scenarios are based on different pathways called Representative Concentration Pathways (RCPs).

RCPs describe potential climate change scenarios. They are calculated based on predicted greenhouse gas emissions and actions that the world is taking to mitigate climate change.

This means the risk assessment in a search may change. The risk assessment may become more severe if:

- global warming exceeds the RCP model which the search has used
- climate change modelling evolves
- the risk assessment is considered at a different point in time

Not all relevant climate risks are currently captured by climate risk searches. For example, transition risks related to property adaptation and retrofit.

Commissioning a climate risk search

You should ask clients whether they would like you to carry out a climate risk search. If so, you should report on the results of the climate risk search.

You should explain that **solicitors are not qualified to advise on the technical, practical and financial consequences which flow from the search results.**

Solicitors may also not be qualified to advise on the next steps, or whether further investigations are required, as this may relate to non-legal matters.

Questions to consider when ordering a climate risk search:

- who can rely on the climate risk search? Is it just the solicitor, or the client and/or a lender?
- if a seller or landlord orders a climate risk search for potential buyers or tenants, who can rely on it? The buyer's/tenant's solicitor, the buyer/tenant and/or their lender?
- does the search provider offer professional indemnity insurance for the climate risk search? If so, what are the terms?
- does the climate risk search include any analysis of the findings?
- does the search provider have a helpline? This could be useful if there are questions about the risks identified in the climate risk search

3.5 Government flood risk checking service

The UK government provides a free service to [check the long-term flood risk for an area in England](#).

The service provides information about the area's long-term flood risk from:

- rivers and the sea
- surface water
- reservoirs
- groundwater (where data is available)

The service may help you understand the general likelihood of flooding for a particular postcode.

However, it does not provide information on how likely it is that an individual property will flood. It is not a transactional tool and does not replace a climate risk search.

Climate risk searches cover not only flood risk, but a wider range of [physical risks](#) (section 2.1).

4. Acting for clients in different types of transactions

At the start of any property transaction, you should establish the intentions of your client. This applies to buyers, lenders or tenants.

Not all considerations will be relevant. This will depend on the client's experience, knowledge, and access to expertise. It will also depend on the property and the client's proposed use of the property.

For example, some clients are sophisticated professional investors. They may have more knowledge than you about climate risks, so may not want or need your advice.

Questions to consider at the start of a transaction include:

- how long does the client intend to hold the property?
- does your client intend to occupy the property or let it to third parties?
- does your client intend to develop the land?
- does the client have access to third party expertise on climate-related risks?
- has the client set a net zero target?
- if it is a commercial property, does the client have a transition plan?

- does your client want to include these net zero targets, transition plans or climate goals in the contract suite? For example in sale contracts, licences to alter, development agreements or agreements for lease

Clients will have different interests, risk appetites, and levels of concern about climate risk.

Buyers with a greater risk appetite may be more willing to accept that there is an increased chance of adverse impact from climate risks. For example, potential loss in value or use and enjoyment of the property because of climate change.

Before your client makes a contractual commitment to buy, lease or finance property, you should consider advising them to:

- establish the terms on which buildings insurance is currently available to see if it covers losses caused or exacerbated by climate change
- discuss the level of climate risk exposure with their building surveyor, insurance broker, or a specialist adviser
- confirm if financing is available and if it includes any climate change-related conditions

The advice you provide should reflect any climate risks specifically identified on the transaction by the parties, advisers or search results.

Section 2 has more information about the [different types of climate risks](#).

The following examples include further factors to consider for some transactions solicitors may face.

It is not a complete list but aims to address some common scenarios.

4.1 Acting for a tenant on an occupational letting for a market rent with little or no premium

Length of lease

How long and valuable is the lease and let property?

The longer the lease, the greater the likelihood that climate risk could impact the property.

Tenants with significant investments in the lease and property may be more cautious about the impact of climate risk. They may also be more cautious if their business is heavily committed to the location.

Termination rights

Has a climate risk been identified that may prevent the tenant from occupying or using the property for their intended purpose?

Can the tenant terminate the lease if the property is affected by a climate change risk?

Landlords are very unlikely to accept a tenant termination right related to climate change risk, unless there are special circumstances which justify it.

There are likely to be existing termination rights for damage covered by insurance or possibly for uninsured damage.

Insurance

The landlord will usually be responsible for maintaining the buildings insurance for the property, with a proportionate contribution paid by the tenant.

The tenant will normally be responsible for maintaining their own contents insurance.

The tenant's solicitor should advise them to ask their insurance broker to check the buildings insurance policy and the contents insurance policy. They should check whether these policies cover the climate risks that have been specifically identified on the transaction.

Green leases

Are 'green lease' provisions included in the lease to mitigate some causes of climate change?

For example, by encouraging the reduction of emissions or energy consumption, using sustainable materials, or facilitating recycling.

Have the tenant or landlord made commitments to net zero, decarbonisation or sustainability? If so, could these influence the terms they wish to include in the lease?

Do any green lease provisions allow for data sharing?

Do the lease terms allow the tenant to make alterations to the property to mitigate the impact of climate risks? If so, does the tenant require the landlord's consent to carry out these alterations, and does the landlord have to act reasonably?

For more information, see:

- our [green lease guide](#)
- The Chancery Lane Project's [climate-aligned clauses to use in commercial contracts and legal documents](#)
- the Better Buildings Partnership's [green lease toolkit](#)

Climate change adaptations

If improvements are necessary to adapt the property for climate risks, is the landlord or the tenant responsible for the costs, or are they shared?

If the [Minimum Energy Efficiency Standard \(MEES\)](#) band rises, will this cause any disruption? For example, will tenants have to move out while works are being carried out? Will this result in rent suspension or reduction?

4.2 Acting on the purchase of a freehold property or a lease with a capital value

The buyer should consider the terms of any occupational leases at the property to assess how they deal with the impact of climate risk.

For example, can costs incurred dealing with climate change impacts be recovered through service charge?

Do climate risks fall within the definition of insured risks?

'Flood', for example, would typically be included, but subject to the insurer's conditions. See section 2.1 for more examples of [physical risks](#).

Whether it is an insured risk will determine:

- who is responsible for damage caused by a climate risk
- whether the income stream/rent and service charge are suspended or reduced and for how long
- which rights the landlord and the tenant have to terminate the lease

4.3 Acting for a lender

Lenders may investigate potential climate risks that could affect the property being offered as security.

They can do this as part of their valuation process or by conducting their own searches and enquiries.

Lenders may add extra conditions to their instructions to you based on what they find in their climate risk investigations.

Lending for residential property transactions

Section 6.14.1 of the [UK Finance Mortgage Lenders' Handbook](#) or the [Building Societies Association Mortgage Instructions](#) requires you to make reasonable enquiries that buildings insurance cover will be arranged for the property.

You must make reasonable enquiries no later than completion.

You should remind the borrower that:

- they must have buildings insurance that meets the mortgage requirements no later than completion
- they must maintain this insurance cover throughout the mortgage term
- climate risks may affect the availability of insurance cover

Lending for commercial property transactions

In commercial transactions, the lender will tell you their insurance and other requirements in relation to climate risk.

This includes whether a climate risk search is needed and any related requirements.

You should remind the borrower that:

- they must have buildings insurance that meets the mortgage requirements no later than completion
- they must maintain this insurance cover throughout the mortgage term
- climate risks may affect the availability of insurance cover

4.4 Enquiries of the seller, landlord or borrower

Enquiries should be raised with the seller, landlord, or borrower as part of pre-contract enquiries and/or Commercial Property Standard Enquiries.

It is likely the seller, landlord or borrower will refuse to answer enquiries about the physical state of the property or the impact of climate risks. They may instead advise the enquiring party to conduct their own searches, survey or other investigations.

You should follow the guidance in this note when [addressing climate risks on a transaction](#) (section 3), as the counterparty is unlikely to provide reassurance.

5. Valuations and surveys

5.1 General valuations and surveys

Lenders will usually carry out a property valuation.

[The RICS Valuation – Global Standards](#) say the valuation must consider the potential impact of significant environmental, social and governance factors on value, to the extent that such factors are reasonably identifiable and quantifiable.

The RICS Standards also require the valuer to make clear in the valuation report any information that needs to be verified by the client's or other interested parties' legal advisers before the valuation can be relied on.

You should advise your client to consider obtaining a building survey report, unless they are arranging their own investigations or survey of the property. A building survey may provide useful information about the property's vulnerabilities to climate risk.

For residential properties, be mindful of section 4.4 of the [UK Finance Lenders' Handbook](#).

Advise your clients that they should not rely on the lender's valuation report when deciding whether to proceed with the purchase.

They should consider obtaining their own more detailed survey or report on the condition and value of the property, based on a fuller inspection by an appropriately qualified professional.

Where relevant, follow our [Conveyancing Protocol](#).

When acting for a buyer, the Protocol says you should discuss whether a client should:

- arrange a survey, and
- consult an independent surveyor for advice on different types of survey and home buyer reports

5.2 Specialist surveys

As well as obtaining [climate risk searches](#) from commercial search providers (see section 3.4), other information can be obtained on how to mitigate the impact of climate risks on a property.

The following organisations may be able to recommend suitably qualified professionals to provide specialist surveys or investigations:

- [Chartered Institution of Building Services Engineers \(CIBSE\)](#)
- [Royal Institution of Chartered Surveyors \(RICS\)](#)
- [Chartered Association of Building Engineers \(CABE\)](#)
- [Chartered Institution of Civil Engineering Surveyors \(CICES\)](#)
- [Chartered Institution of Water and Environmental Management \(CIWEM\)](#)
- [British Insurance Brokers Association \(BIBA\)](#)
- [Society for the Environment \(SocEnv\)](#)
- [Residential Property Surveyors Association](#)

Specialist surveys or investigations may help your clients better understand the impact of climate risks specifically associated with their property.

A specialist survey can provide information about how to physically adapt the property to mitigate the potential impacts of climate change. The survey is likely to only cover a limited number of current climate risks.

In some cases, properties may not be able to be adapted to climate change. If insurance or financing is not obtainable, depending on the client's intentions, an acquisition may not be advisable.

If the client has obtained a survey from a suitably qualified and independent professional consultant, you should consider advising the client to provide the survey to their prospective insurers.

Insurers may consider any climate risk adaptation measures when assessing the coverage that they will offer. Lenders will also likely have requirements for surveys or other investigations of the property.

Legal status

Practice notes represent the Law Society's view of good practice in a particular area. They are not intended to be the only standard of good practice that solicitors can follow. You are not required to follow them but doing so will make it easier to account to oversight bodies for your actions.

Practice notes are not legal advice, and do not necessarily provide a defence to complaints of misconduct or poor service. While we have taken care to ensure that they are accurate, up to date and useful, we will not accept any legal liability in relation to them.

For queries or comments on this practice note contact our [Practice Advice Service](#).

SRA Principles

There are seven mandatory principles in the [SRA Standards and Regulations](#) which apply to all aspects of practice. The principles apply to all authorised individuals (solicitors, registered European lawyers and registered foreign lawyers), authorised firms and their managers and employees, and to the delivery of regulated services within licensed bodies.

Terminology

Must – a requirement in legislation or a requirement of a principle, rule, regulation or other mandatory provision in the SRA Standards and Regulations. You must comply, unless there are specific exemptions or defences provided for in relevant legislation or regulations.

Should – outside of a regulatory context, good practice, in our view, for most situations. In the case of the SRA Standards and Regulations, a non-mandatory provision, such as may be set out in notes or guidance.

These may not be the only means of complying with legislative or regulatory requirements and there may be situations where the suggested route is not the best route to meet the needs of a particular client. However, if you do not follow the suggested route, you should be able to justify to oversight bodies why your alternative approach is appropriate, either for your practice, or in the particular retainer.

May – an option for meeting your obligations or running your practice. Other options may be available and which option you choose is determined by the nature of the individual practice, client or retainer. You may be required to justify why this was an appropriate option to oversight bodies.

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