

Description of service, terms and conditions for full building surveys.

### **Our Duty of care to you**

The company confirms that in the performance of its duties under the appointment documents it will exercise and continue to exercise the reasonable skill and Judgement expected of a professional company in undertaking such work.

Indemnity Insurance and risk management.

Our insurers are HCC Diversified Financial Products Ltd

Our Cover is currently £250,000 any one claim.

We always aim to keep our policies in line with our risk and we do this as economically as we can to keep costs to the client down, however if you wish to confirm any aspect of our risk management cover or contractual links and warranties relevant to your project please contact Mr Rob Park at The Professional Indemnity Group, The Granary, Manor Farm, Sandy Lane, Gloucestershire. BS35 4AT tel 01454 633406. Quoting our company name and insurance certificate No PI05D522199.

### **Inspections.**

Based on an inspection as defined below, the Surveyor, who will be a Chartered Surveyor, will advise the Client by means of a written report as to his opinion of the visible condition and state of repair of the subject.

### **Accessibility and Voids**

The Surveyor will inspect as much of the surface area of the structure as is practicable but will not inspect those areas which are covered, unexposed or not reasonably accessible unless the client gives express permission to open up and be responsible for the re instatement costs. On the day of inspection means of access to locked rooms must be made available. Any returns to site caused by rooms being locked and not available will be charged at the day rate.

### **Floors**

The Surveyor will lift accessible sample loose floorboards and trap doors, if any, which are not covered by ply or hardboard, fitted carpets or other fixed floor coverings. The Surveyor will not attempt to raise fixed floorboards without permission.

### **Roofs**

The Surveyor will inspect the roof spaces if there are available hatches. The Surveyor will have a ladder of sufficient height to gain access to a roof hatch or to a single storey roof, not more than 3.0 m (10' 0") above the floor or adjacent ground. It might therefore not be possible to inspect roofs above this level; in such cases, pitched roofs will be inspected by binoculars. The Surveyor will follow the guidance given in Surveying Safely issued by the RICS in April 1991, which incorporates the guidance given in Guidance Note G531 on the safe use of ladders and step ladders issued by the Health and Safety Executive.

### **Services**

The surveyor will inspect boilers and electrical systems for evidence of malfunctions and general condition however the inspections will not test the system and we will not comment of life span or compliance with regulations. Where possible inspection chambers will be lifted.

**Working from Heights,** The surveyor will only inspect subjects above 2m from the ground with suitable access equipment which will be charged to the client. The ground conditions and access to the building must be adequate for the access equipment.

**Areas not inspected** The Surveyor will identify any areas that could not be inspected and advise on the consequences of such lack of information and will advise how opening up should be conducted. He will advise on possible or probable defects based on evidence from what he has been able to see.

Unless expressly agreed the survey will specifically exclude all covered, concealed, unexposed or buried elements of construction

such as foundations, footings, lintels, drain runs, services and supporting steels.

### **Deleterious and Hazardous Materials**

Unless otherwise expressly stated in the report or the briefing details, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. If deleterious materials already exist

or are conclusively discovered to exist then no liability will be accepted by the company for their existence and that our obligation is only to notify our client of any reasonable evidence likely to indicate their existence. In such cases, specific enquiries should be made or tests carried out by a specialist.

### **Contamination**

The Surveyor will not comment upon the existence of contamination since this can only be established by appropriate specialists. Where, from his local knowledge or the inspection, he considers that contamination might be a problem he should advise as to the importance of obtaining a report from an appropriate specialist.

### **Cost or remedial repairs**

The surveyor will give an estimate of the value of the remedial works based on elemental rates. The valuation will only relate to the items expressly set out in the details of the cost breakdown. Unless expressly requested the cost will not include VAT professional fees or legal expenses incurred. The client is advised that the figure relates to an approximate value and will not have been subject to market testing such as tendering. The cost breakdown will not constitute and works schedule or a specification.

### **Fees and Expenses**

Our quoted fee will be based on the schedule of rates at the time of engagement and on the information given at the time the request for a quotation was made. Where the subject to be inspected, or the project is substantially different either in size or value to that quoted or further investigation into follow up lines of investigations beyond the initial cause for the survey are evident then we reserve the right to charge an additional fee on a pro rata basis. Further work arising may be subject to new terms, conditions and negotiated rates.

Travelling expenses, additional hard copy report publishing and photographs are not included in labour rates. Unless otherwise noted our fees are quoted exclusive of VAT at the prevailing rate. Additional visits to a property at your request will be charged at the standard hourly rate.

### **Terms of payment.**

You agreed to pay our fees and any other charges agreed in writing before the report is released.

The quota we provide you is based on the information that you give to us. If this information is inaccurate or insufficient to provide an adequate quote we may cancel this contract.

Cancelling this contract.

You are entitled to cancel this contract by giving notice to us before the day of inspection. This notice must be given during normal working hours. We will then not provide the service and confirm this to you. A cancellation fee of £50 plus 30% of the agreed fee will be charged if notice is given on the day of the inspection or if access which has been arranged by you is not provided. A cancellation fee of £50 will be applied if you cancel the contract before the day of inspection.

If we cancel this contract with you we will explain the reason to you. Such reasons may be in respect to the level of expertise required or if one arrival on site it is considered that insufficient information was given to provide an appropriate quotation for the work.

### **Restriction on Disclosure**

Any report issued on the subject property will be addressed to our clients or the individual who commissioned the survey and will be confidential. Any liability arising out of the reports contents will be specifically limited to our client. The report should not be relied upon by third parties without our express written consent. If consent is given we reserve the right to request the proviso that the report be broadcast or published in full or qualified as an abstract. The documents relating to the project may be used in respect of any post completion activity undertaken by the client, the beneficiary or their assignees but no liability shall attach to the consultant for such use.

It is not our policy to make any verbal report as to our findings prior to the sending of our written report. Clients should await our full written report prior to entering into any agreements regarding the subject. Our client must not rely upon any summary report which may be provided at your request. Reports can be made available in large print if required at no additional cost.

The construction, validity and performance of this Agreement shall be governed by English law and the parties agree to submit to the jurisdiction of the courts of England and Wales. Nothing in these terms is intended to confer any rights to any

third party under the provisions of the Contracts (rights of third parties) act 1999.

These terms form part of the contract between you and us.

### **Legal matters**

We will assume that;

The property is sold with vacant possession and freehold.

The condition of the property or the purpose that the property is, or will be, used for does not break any laws.

No particularly troublesome or unusual restrictions apply to the property; that the property is not affected by problems which would be revealed by the usual legal enquiries, and that you have applied for acted in line with all necessary planning permission and building regulation submissions. The property has the right to use the main services on normal terms, and that the sewers, main services and roads giving access to the property have been adopted (they are under local authority control and not privately owned) and there is free egress to and from the property.

We will report any more assumptions we have made or found not to apply.

If the property is leasehold the general advice referred to above will explain what other assumptions we have made.

Any reference made to reinstatement cost is the approximate cost of rebuilding an average home of the type and start inspected and its existing standard using modern materials and techniques in line with current building regulations and other legal requirements. We do not include consideration for any traditional methods of construction or materials.

Standard terms of engagement.

The service. We will provide the service as described in this description of service unless you and we agree, in writing, before the inspection any additional services.

Before the inspection you will need to tell us if there is already an agreed or proposed price the property and if you have any particular concerns about the property.

### **Complaints procedure**

We try very hard to ensure that problems do not arise. In accordance with RICS requirements we have a Complaints Handling procedure. Should you wish to make a complaint you should in the first instance contact the practice Director who will make a copy of the Complaints Procedure available to you. We would request to use the RICS as the primary adjudication facilitating body in any dispute resolution process.

On Behalf of the Company.

Geoff Hunt  
Hemley,  
Leys Lane  
Frome  
BA11 2JT