

Terms of Engagement

- 1.1 The purpose of the report is to provide information and advice as to the general state and condition of the property.
- 1.2 **The report** will be/is a report undertaken by the named Surveyor who has/will carry out the work with reasonable skill and care within the limitations of the inspection prescribed and contained in these Terms of Engagement. Every care has/will be taken by the Surveyor to report on any visible structural defect, and where necessary or advisable the Surveyor may recommend further specialist investigation and where these additional reports are required they will incur additional fees.
- 1.3 The title to, or restrictions on, the property has/will not be investigated and no enquiry will be made into the use of the property or other neighbouring properties. The Client or prospective purchaser and his professional advisers are recommended to obtain this from the Local Planning Office. In addition, no enquiry has been made or will be made into matters that could properly be revealed by Local Search, replies to usual enquiries, or by Statutory Notice.
- 1.4 A general description has/will be given as to the type and approximate age of the property. The report will detail the accommodation provided and the type of construction of the property. The report does not include dates of conversion work, additions or alterations. The report also excludes details of the properties location including any unusual features, the roads and access thereto, unless otherwise agreed.
- 1.5 The report has/will be based upon a visual inspection of the property given on the following terms, and delimited and defined thereby:
 - (a) **Exterior:** generally from ground level and not normally above 3 metres from ground level.
 - (b) **Roofs:** will be observed from ground level or from any other vantage point. The inspection will include bargeboards, fascia, soffit, rainwater gutters and down pipes, valley gutters, flashings and chimneys. Inaccessible flat roofs over 3 metres high will not be inspected.
 - (c) **Interior:** as much of the interior as possible will be inspected, but no fixtures or fittings will be moved and no inspection will be made of those areas of the building that are inaccessible, hidden or built-in. No fitted carpets will be moved; where possible, inspections will be made of suspended floor surfaces, but of floor voids only where loose floor boarding is encountered.
 - (d) **Drainage:** lifting of covers to manholes or inspection chambers will be carried out (where possible and where it is safe for one person to lift) and a visual inspection made of the condition of the chambers.
- 1.6 The report and inspection are also made subject to the limitations listed and set out in the report.
- 1.7 The inspection has/will include only those areas that are readily accessible. Except where the contrary is stated, parts of the property, structure and of the woodwork that are covered, unexposed or inaccessible will not be inspected, and will be assumed to be sound, free of any defect and in good repair. The report will not purport to express an opinion about or to advise upon the condition of parts of the property that have not been inspected and should not be taken as making any implied representation or statement about such parts.

- 1.8** The Surveyor will not be responsible for testing the services or for obtaining additional specialists reports. The following tests and reports have not and will not be carried out unless specific instructions are given to the contrary and for which a separate fee shall be agreed:
- (a) An Electrical Test. However, where practical, comment will be made on the general condition of the electrical system.
 - (b) Plumbing/Heating/Gas Test. However, where practical, comment will be made on the general condition of exposed pipe work.
 - (c) Drainage Test. Where practical, water will be flushed through piped systems and exposed pipe work will be checked for leaks.
 - (d) Specialist Timber or Damp Treatment Tests. Where practical, comment will be made on physical surface distortion or decolourisation.
 - (e) Specialist cavity tie investigation in external cavity walls. Where required a specialist report on the condition of cavity wall ties.
 - (f) Energy efficiency report. Including Standard Assessment Procedure (SAP rating) for residential. Properties. Calculations to express the existing energy efficiency of the building.
 - (g) Environmental reports. Environmental research has not and will not be obtained on geology, watercourses, contamination and Radon and other relevant environmental conditions.
 - (h) Asbestos Survey. The survey will not include an asbestos survey unless previously requested by the Client. In all other cases, the surveyor will note and bring to the attention of the Client any suspect materials.
 - (i) No valuation will be undertaken or calculated with the report, nor will reinstatement costs for insurance purposes be included.
- 1.9** Damp meter readings will be taken where considered appropriate and where surfaces are accessible without carrying out opening up works.
- 1.10** Detailed measurements of the property will not be taken unless specifically requested.
- 1.11** Inspections made of outbuildings, garages, greenhouses, boundary fences, walls and paving, will be in term of the general condition of the structure.
- 1.12** Unless otherwise expressly stated in the report it shall be assumed that no high Alumina cement or calcium chloride additive or any other deleterious material has been used in the construction of the property.
- 1.13** The report has not and will not give costs for making good or replacement of repairs or defects in the property, unless specific instructions are given to the contrary and for which a separate fee shall be agreed. Where the report may give costs for making good or replacement of repairs or defects in the property they must be considered only as a preliminary guide at the time it is given. No guarantee or warranty is given that the costs are accurate and these must be obtained from contractor's estimates and tenders.
- 1.14** The report will be provided for the sole use of the Client and is confidential to the Client and his professional advisors. The surveyor accepts responsibility to the Client alone and accepts no responsibility whatever to any other person or body. Any other person or body relies on the report at their own risk, and the surveyor gives no authorisation for the report to be communicated to any other person or body.

- 1.15** The Client will pay an agreed fixed fee for any additional reports or services requested. Failure by the Client to pay the fee will not of itself invalidate the contract between the Client and the Surveyor nor these Terms of Engagement.
- 1.16** In these conditions 'Client' shall mean the person who shall desire to employ the Surveyor for the purpose of compiling a Report, and shall be named in the Fee Agreement; 'Surveyor' shall be the person willing to accept instructions to prepare a Report within the restrictions aforesaid, and shall be named on the Fee Agreement; 'Report' shall be the **Building Survey** as defined and delimited herein, which may include additional tests, inspection and/or Valuation under prior agreement where required by the Client; and 'Fee Agreement' shall be an agreement between the Client and the Surveyor as to the fee for the Report and/or Valuation and any additional tests or investigations required by the Client.
- 1.17** Any unresolved disputes arising from this agreement shall upon written application/notice of one party to the other, be referred to an arbitrator or scheme nominated by the RICS. Notwithstanding the previous wording, the Surveyor shall be entitled to refer to the Courts any dispute regarding unpaid or outstanding fees. The RICS advises the parties to these Terms of Engagement to seek independent legal advice prior to entering into a dispute resolution process.
- 1.18** Every care has been taken to ensure the accuracy of the information given in the preparation and printing of the Report. The use of the forms by the Surveyor is on the understanding that the RICS do not accept responsibility for the consequences of any errors or omissions in the contents of the Report.