

# Home Defect Surveys

## Standard terms of engagement

**1 The service** – the surveyor provides only the standard RICS Building Survey Service ('the service') described here, unless you and the surveyor agree in writing before the inspection that the surveyor will provide extra services. Any extra service will require separate terms of engagement to be entered into with the surveyor. Examples of extra services include:

- plan drawing;
- schedules of works;
- re-inspection;
- detailed specific issue reports;
- market valuation and re-instatement cost; and
- negotiation.

**2 The surveyor** – the service is to be provided by an AssocRICS, MRICS or FRICS member of the Royal Institution of Chartered Surveyors, who has the skills, knowledge and experience to survey and report on the property.

**3 Before the inspection** – this period forms an important part of the relationship between you and the surveyor. The surveyor will use reasonable endeavours to contact you regarding your particular concerns about the property and explain (where necessary) the extent and/or limitations of the inspection and report. The surveyor also carries out a desk-top study to understand the property better.

**4 Terms of payment** – you agree to pay the surveyor's fee and any other charges agreed in writing.

**5 Cancelling this contract** – you are entitled to cancel this contract by giving notice to the surveyor's office at any time before the day of the inspection. The surveyor does not provide the service (and reports this to you as soon as possible) if, after arriving at the property, the surveyor decides that:

- (a) he or she lacks enough specialist knowledge of the method of construction used to build the property; or
- (b) it would be in your best interests to have an RICS HomeBuyer Report or an RICS Condition Report, rather than the RICS Building Survey.

If you cancel this contract, the surveyor will refund any money you have paid for the service, except for any reasonable expenses. If the surveyor cancels this contract, he or she will explain the reason to you.

**6 Liability** – the report is provided for your use, and the surveyor cannot accept responsibility if it is used, or relied upon, by anyone else.

**7 Responsibility** – Whilst the Surveyor will take all reasonable steps to report in all accessible areas, if restrictions are present, whether that be objects blocking or locked areas, with no key or if Vendor prohibit areas to be checked or obstruct the survey in any way, then the Client has to accept those limitations are not the responsibility of the Surveyor. If any revisits are required, due to restrictions. The Surveyor will endeavour to arrange a second inspection of those areas and this might incur small administration cost.

## Complaints handling procedure

The surveyor will have an RICS-compliant complaints handling procedure and will give you a copy if you ask.

**Note:** These terms form part of the contract between you and the surveyor.

**Full Terms and Conditions can found at our website at: [www.homedefectsurveys.co.uk](http://www.homedefectsurveys.co.uk)**