

Terms & Conditions of Engagement for Building Survey

1) Introduction

- a) The following sets out the contractual terms upon which the Surveyor will advise the Client by means of a written report as to his or her opinion of the visible condition and state of repair of the Property.
- b) The individual carrying out the inspection and providing advice will be a chartered Surveyor.
- c) The Surveyor will use all of the care and skill to be reasonably expected of an appropriately experienced chartered Surveyor.

2) Content of the Report

In accordance with these terms the Surveyor will report upon:

- a) The main aspects of the Property including assessing the site/location, the design, structural framework, fabric and services;
- b) The grounds, boundaries and environmental aspects considered to affect the Property;
- c) Any requirements for further investigation arising from the inspection.

3) Delivery of the Report

- a) The Report is to be delivered by the date agreed (2-3 days following the inspection) or at such later date as is reasonable in the circumstances .
- b) The Surveyor will send the Report to the Client's address (or other agreed address) by first-class post for the sole use of the Client. The Client agrees to keep the report confidential disclosing its contents only to the Client's professional advisers. In particular (but without limit) the Client must not disclose the whole or any part of the report to any person (other than a professional adviser) who may intend to rely upon it for the purpose of any transaction.

4) Payment of fees

- a) The Client will pay the Agreed Fee, any Additional Fees, any VAT and any agreed disbursements by the Payment Date.
- b) The Client will be liable for interest on any late payment at the rate of 8% p.a. above the Bank of England base rate current at the date of the relevant fee account.

5) Assumptions

Unless otherwise expressly agreed the Surveyor while preparing the report will assume that:

- a) the Property (if for sale) is offered with vacant possession;
- b) the Property is connected to mains services with appropriate rights on a basis that is known and acceptable to the Client; and
- c) access to the Property is as of right upon terms known and acceptable to the Client.

6) Scope of the inspection

- a) Generally
 - i) The Surveyor will consider his or her advice carefully but is not required to advise on any matter the significance of which in relation to the Property is not apparent at the time of inspection from the inspection itself.
 - ii) The Surveyor will inspect diligently but is not required to undertake any action which would risk damage to the Property or injury to him- or herself.
 - iii) The Surveyor will not undertake any structural or other calculations.
- b) Accessibility
The Surveyor will inspect as much of the internal and external surface area of the building as is practicable but will not inspect those areas which are covered, unexposed or not reasonably accessible from within the site, or adjacent public areas.

The Surveyor is not required to move any obstruction to inspection including, but not limited to, furniture and floor coverings.
- c) Floors
The Surveyor will lift accessible sample loose floorboards and trap doors, if any, which are not covered by heavy furniture, ply or hardboard, fitted carpets or other fixed floor coverings. The Surveyor will not attempt to cut or lift fixed floorboards without express permission of the owner.
- d) Fixed covers or housings
The Surveyor will not attempt to remove securely fixed covers or housings without the express permission of the owner.
- e) Roofs
The Surveyor will inspect the roof spaces if there are available hatches which are not more than three metres above the adjacent floor or ground. Where no reasonable access is available, the roof spaces will not be inspected. Similarly, outer surfaces of the roof or adjacent areas will be inspected using binoculars, but will be excluded if they cannot be seen.
- f) Boundaries, grounds and outbuildings
The inspection will include boundaries, grounds and permanent outbuildings but will not include constructions or equipment with a specific leisure purpose including, without limit, swimming pools or tennis courts.
- g) Services
The Surveyor will carry out a visual inspection of the service installations where accessible. Drainage inspection covers will be lifted where they are accessible and it is safe and practicable to do so. No tests of the service installations will be carried out, although general overall comments will be made where possible and practicable. The Surveyor will report if it is considered that tests are advisable.

h) Areas not inspected

The Surveyor will identify any areas which would normally be inspected but which he or she was unable to inspect.

i) Flats or maisonettes

Unless otherwise agreed, the Surveyor will inspect only the subject flat and garage (if any), the related internal and external common parts and the structure of the building or particular block in which the subject flat is situated. Other flats will not be inspected. The Surveyor will state in the report the limits of access and/or visibility in relation to the common parts and structure. The Surveyor will state whether he or she has seen a copy of the lease and, if not, the assumptions as to preparing obligations on which he or she is working.

j) Environmental and other issues

i) Particular noise and disturbance affecting the Property will only be noted if it is significant at the time of the inspection or if specific investigation has been agreed between the Surveyor and the Client and confirmed in writing.

ii) The Surveyor will report on any obvious health and safety hazards to the extent that they are apparent from elements of the Property considered as part of the inspection.

7) Hazardous materials

- a) Unless otherwise expressly stated in the report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the Property. However, the 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 or specific inquiries should be made or tests should be carried out by a specialist.
- b) Subject to clause 6b the Surveyor, based upon a limited visual inspection, will note and advise upon the presence of lead water supply pipes and asbestos.
- c) The Surveyor will advise in the report if the Property is in an area where, based on information published by the National Radiological Protection Board, there is a risk of radon. In such cases the Surveyor will advise that tests should be carried out to establish the radon level.
- d) The Surveyor will advise if there are transformer stations or overhead power lines which might give rise to an electromagnetic field, either over the subject Property or visible immediately adjacent to the Property. The Surveyor is not required to assess any possible effect on health or to report on any underground cables.

8) Ground conditions

The Surveyor will not be required to comment upon the possible existence of noxious substances, landfill or mineral extraction, or other forms of contamination.

9) Consents, approvals and searches

- a) The 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.
- b) The 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 enquiries should be made by the Client or the Client's legal advisers. Drawings and specifications will not be inspected by the Surveyor unless otherwise previously agreed.
- c) The Surveyor will be entitled to assume that the Property is unaffected by any matters which would be revealed by a Local Search and replies to the usual enquiries, or by a Statutory Notice, and that neither the Property, nor its condition, its use or its intended use, is or will be unlawful.

10) Additional services

The Surveyor will provide, for an additional fee, such additional services as may be specified in the Specific Terms or are agreed between the Surveyor and the Client and confirmed by the Surveyor in writing.

11) Insurance rebuilding cost assessment

The Surveyor will provide an insurance rebuilding cost assessment only if this is agreed at the time of taking instructions. Building insurance cost assessments will be calculated using the current edition of the BCIS *Guide to House Rebuilding Costs*.

12) Definition of Market Value

The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

13) Miscellaneous

- a) Unless expressly provided, no term in the agreement between the Surveyor and the Client is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the Surveyor or the Client.
- b) Where the Client has instructed the Surveyor to make investigations which cause damage to the Property on the basis that the Client has obtained the owner's consent, the Client will indemnify the Surveyor against any loss or costs arising.
- c) **Dispute resolution** In the event that the Client has a complaint regarding the standard of service he or she has received, a formal complaint handling procedure will be followed. A copy of the Surveyor's complaint handling procedure is available upon request. Using the Surveyor's complaints handling procedure will not affect the Client's legal rights.
- d) The Client may only rely upon the Surveyor's advice and report for purposes described in the Particulars or communicated to the Surveyor in writing prior to the agreement of the Fee and if the Client wishes to rely upon such advice and report for any other purpose he or she may only do so with the written consent of the Surveyor.

These Terms and Conditions are based on the model Terms and Conditions of Engagement contained in the RICS guidance note 'Building Surveys of Residential Property (2nd edition)'.