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 shall 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 (for nil site) 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) the Client will provide an insurance rebuilding cost assessment only if this is agreed at the inspection itself.

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 of 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, unplastered 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) Fixings
   The Surveyor will inspect all fixings and fixings in the buildings and state of repair.

   The Surveyor will not be required to assess the condition of the fixings or to report on any underground cables.

   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 requirements should be made or tests should be carried out by a specialist.
   b) Subject to clause 6 the Surveyor, based on 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.

8) Ground conditions
   The Client may only rely upon the Surveyor's advice and report for purposes of marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

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 not subject to 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 Client agrees, 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 it is agreed at the time of taking instructions. Building insurance cost assessments will be calculated using the current edition of theRICS 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) The Surveyor will not be required to comment upon the possible existence of noxious substances, landfill or mineral extraction, or other forms of contamination.
    b) The Surveyor will not undertake any structural or other calculations.
    c) The Surveyor will not be required to comment upon the possible existence of noxious substances, landfill or mineral extraction, or other forms of contamination.
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