



TERMS & CONDITIONS OF ENGAGEMENT FOR BUILDING SURVEYS - RESIDENTIAL PROPERTY

Please note: These Terms & Conditions of Engagement form part of the contract between the Surveyor (Worthington Rusling) and the client. Subject to express written agreement to the contrary and any agreed amendments/additions the Terms and Conditions upon which the Surveyor will undertake the Building Survey are set out below.

1. General

(a) 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 describing the construction of the property and giving his/her opinion of the visible condition and state of repair of the subject property, and as to whether the purchase price agreed reflects the condition.

(b) Before the inspection, the Client will inform the Surveyor of the agreed purchase price for the property and any particular concerns or questions which he or she may have about the property, and also provide any additional instructions.

2. The Service

The Surveyor's main objective is to give the Client professional advice which will assist them as follows:

To make a reasoned, informed judgement on whether or not to proceed with the purchase.

To assess whether or not the property is a reasonable purchase at the agreed price.

To be clear what decisions and actions should be taken before exchange of contracts.

Comment on future maintenance liabilities.

The Building Survey Report is intended to describe the overall condition of the property at the time of inspection in the context of the above objectives. It should not be used as a schedule of condition or as the basis for pricing of building works.

3. The Inspection

(a) 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.

(b) Floors

Accessible floors will be inspected, no attempt will be made to raise fixed floorboards. No carpets or floor coverings will be lifted where they are fixed. Loose coverings will be moved where possible without causing damage, or moving large items of furniture.

(c) Roofs

The Surveyor will inspect the roof spaces where there is proper and safe access. 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 3.0m (10' 00") above the floor or adjacent ground. It will not be possible to physically inspect roofs above this level. In such cases, pitched roofs will be inspected with the aid of binoculars. The Surveyor will follow the RICS and Health & Safety Executive guidance on surveying safely. The Surveyor will not walk on flat roofs.

(d) Grounds, Boundaries and Outbuildings

The Surveyor will carry out an examination of outbuildings, such as stand-alone garages, sheds and boundary fences, but will not provide a detailed report. Facilities such as swimming pools and tennis courts will not be inspected, nor reported upon.

(e) Services

The services will be inspected visually (except, in the case of flats, for drainage, lifts and security systems), but the Surveyor will not test or assess the efficiency of electrical, gas, plumbing, heating or drainage installations, or compliance with current regulations, or the internal condition of any chimney, boiler or other flue. Inspection chamber covers will only be lifted where accessible and practicable. No tests will be applied. Additional specialist reports/tests will be recommended if considered necessary. The Surveyor will not research the presence (or possible consequences) of contamination by any harmful substance. However, if a problem is suspected in any of these areas, advice will be given on what action should be taken.

(f) Areas not Inspected

The Surveyor will identify any areas which would normally be inspected, but which he or she was unable to inspect. The Surveyor will not inspect woodwork or other parts of the structure which are covered, unexposed or inaccessible. All such areas will be assumed to be sound and in good repair and free from defects. The Surveyor will not express an opinion about, nor will he or she advise on the condition of uninspected parts. This does not imply any representation or statement about such parts. The Surveyor is unable to comment on the condition of inaccessible areas.

(g) Flats and Maisonettes

The Surveyor will inspect only the subject flat and garage (if any), the related internal and external common parts and those parts of the structure of the building in which the subject flat is situated. Other flats or properties will not be inspected. The roof space will not be entered or inspected unless access is within the subject flat. Drainage inspection chambers and flat roofs on blocks of flats will not be inspected. The Surveyor will state in his/her Report any restrictions upon accessibility to the common parts or visibility of the structure. The Surveyor will state if a copy of the lease has been seen and, if not, the assumptions made as to the repairing obligations. The Client is reminded that particularly in the case of large blocks, the object of the inspection is to give guidance on the general standard of construction and maintenance, pointing out those items which will require attention and not to list those minor points which would normally be taken care of in the course of routine maintenance. (Many flats form part of large developments consisting of several blocks. In such cases, the Surveyor will inspect only the relevant part of the block in which the flat is situated.)

(h) Environment and other issues

Particular noise and disturbance affecting the property will only be noted if it is significant at the time of inspection or if specific investigation has been agreed between the Surveyor and the Client, and confirmed in writing. 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. The Surveyor will not comment on Enviro-Search reports as they are not specific to the property and the information contained therein is too general for us to provide any meaningful comment. Should the Client be concerned as to the aspects of the environmental report, we suggest that the matter be referred to the originator of the report for more detailed comment.

4. Deleterious and 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/her view, there is a likelihood that deleterious materials have been used in the construction and that, in such cases, specific enquiries should be made or tests carried out by a specialist.

(b) The Surveyor will not specifically look for lead water supply pipes or the presence or possible release of asbestos, but where such materials are noted during the survey, it will be recorded in the Report. It must be appreciated that such materials are often only visible after opening up – see paragraph 3(a).

(c) The Surveyor will advise in the Report if the property is in an area of specific risk for flooding, radon, etc. In such cases, the Surveyor will advise that tests should be carried out to establish the radon level and that further enquiries be made to establish flooding risk, etc.

(d) The Surveyor will advise if there are transformer stations or overhead power lines which might give rise to an electro-magnetic field, either over the subject property or visible immediately adjacent to the property. The Surveyor cannot assess any possible effect on health or report upon underground cables.

5. Contamination

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

6. Consents, Approvals and Searches

- (a) The Surveyor will assume that the property is not subject to any unusual or especially onerous restrictions or covenants which apply to the structure or affect the reasonable enjoyment of the property.
- (b) The Surveyor will assume that all Statutory National and Local consents have been obtained. The Surveyor will not verify whether any such consents have been obtained. The Client and his/her legal advisers should make all necessary enquiries. Drawings/specifications will not be inspected by the Surveyor.
- (c) The Surveyor will 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.

7. Cancellation

The Client will be entitled to cancel this contract by notifying the Surveyor's office at any time up to the close of business on the day before the Inspection. In case of cancellation, the Surveyor will refund any money paid by the Client for the Service, except for expenses reasonably incurred. In the case of cancellation by the Surveyor, the reason will be explained to the Client.

8. Validity

No term in the agreement between the Surveyor and the Client is enforceable under the Contracts (Rights Of Third Parties) Act 1999 by another person other than Worthington Rusling or the Client. This survey will remain valid for 3 months from the date of any report. Worthington Rusling accepts no responsibility for the report, valuations, findings and comments, following the expiry of the 3 month period. Any such parties rely on the Report at their own risk.

9. Fees and Expenses

The Client will pay Worthington Rusling the agreed fee for the Report and any expressly agreed disbursements in addition. All fees must be paid prior to the Report being issued.

10. Restriction on Disclosure

The Report is for the sole use of the named Client and is confidential to the Client and his/her professional advisers. 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 another person other than Worthington Rusling or the Client. Any such parties rely upon the Report at their own risk. The Report must not be reproduced, in whole or part, without the prior written consent of the Surveyor. We reserve the right to act for and to advise any third party on this same property in the event that the Client decides for any reason not to proceed with the purchase.

11. The Valuation and Reinstatement Cost

- (a) The last section of the Report contains the Surveyor's opinion both of the Market Value of the Property and of the Reinstatement Cost, as defined below.
- (b) "Market Value" is 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. In arriving at the opinion of Market Value, the Surveyor also makes various standard assumptions covering, for example: vacant possession, tenure and other legal considerations; contamination and hazardous materials; the condition of uninspected parts; the right to use mains services; and the exclusion of curtains, carpets etc, from the valuation. Any additional assumptions, or any found not to apply, are reported.
- (c) "Reinstatement Cost" is an estimate for insurance purposes of the current cost of rebuilding the Property in its present form, unless otherwise stated. This includes the cost of rebuilding the garage and permanent outbuildings, site clearance and professional fees, but excludes VAT (except on fees). This advice will be in accordance with current BCIS Guidance.

12. Complaints Handling Procedure

Our firm operates a Complaints Handling Procedure (CHP). Details are available upon request. We are also members of the Surveyors' Ombudsman Service.

BUILDING SURVEY INSTRUCTION

1. I/we have read the attached Terms & Conditions of Engagement, a copy of which we have retained, and confirm that I/we wish to instruct you on this basis to carry out a Building Survey on:

Address of Property:
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Postcode:.....

2. The agreed purchase price: £.....

3. Please confirm where you want the report sent to:

Name:
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Address:
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.....Postcode:
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4. If you would like us to send your solicitors a copy of the Report, please provide their name and address:

Name:
Address:
.....Postcode:
Email address:.....

5. Your other contact details:

Home Tel:.....Business Tel:
Mobile Tel:..... Fax
E-mail address:

6. Confirmation of payment details (delete as appropriate):

(a) Credit card details already supplied

(b) I/we enclosed cheque payable to Worthington Rusling for the agreed fee of £ on the understanding that no appointment will be made until the cheque has cleared.

7. I/we accept and understand your Terms & Conditions of Engagement and also understand that the Report will not be released until full payment has been received and that a receipted tax invoice for the agreed fee will be included with your Report.

Name:
Signed:.....
Date:.....

BUILDING SURVEY INSTRUCTION

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Address of Property:
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2. The agreed purchase price: £.....

3. Please confirm where you want the report sent to:

Name:
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Address:
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4. If you would like us to send your solicitors a copy of the Report, please provide their name and address:

Name:
Address:
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.....Postcode:
Email address:.....

5. Your other contact details:

Home Tel:..... Business Tel:
Mobile Tel:..... Fax
E-mail address:

6. Confirmation of payment details (delete as appropriate):

(a) Credit card details already supplied

(b) I/we enclosed cheque payable to Worthington Rusling for the agreed fee of £ on the understanding that no appointment will be made until the cheque has cleared.

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