



## Terms & Conditions Able Surveyors Ltd



### TERMS OF ENGAGEMENT FOR SERVICES

This document 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.

The report is not a guarantee that the property is free from defects other than those mentioned in the report but will be undertaken by a chartered building surveyor exercising reasonable professional diligence.

The report will be prepared solely for the benefit of the named client. No liability is accepted to third parties whatsoever. This report should not be disclosed in whole or in part to any other parties without the express consent of the Surveyor.

If required, and upon payment of a reasonable administration fee, the report can be re-issued. NB. No one should rely on the content of the report or make any inferences from it beyond the scope of the original instructions.

Before the Inspection the Client will inform the Surveyor of the agreed price for the Property and of any particular concerns (such as plans for extension) that he or she may have about the Property.

#### Content of the Report

In accordance with these terms the Surveyor will report upon (SUBJECT TO THE REPORT COMMISSIONED TO CARRY OUT)

The main aspects of the Property including assessing the site / location, the design, structural framework, fabric and services.

The grounds, boundaries and other aspects considered to affect the property.

Any requirement for further investigation arising from the inspection.

#### Payment of Fees / Cancellation

Fees will be charged at rates agreed at instruction. VAT is chargeable. Payment is due before the Inspection is booked.

The Client will be entitled to cancel this contract by notifying the Surveyor's office at any time before the Inspection takes place. A full refund will be provided for cancellations made up until the end of the working day before the Inspection. Any cancellations made after the end of the working day before the Inspection or made on the day of the Inspection will be charged at 50% of the agreed fee.

In the event that the Surveyor is frustrated in his attempts to carry out the Inspection due to matters beyond his control, an abortive fee of 50% of the agreed fee will be charged.



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### Assumptions

The property (if for sale) is offered with vacant possession.

The Property is connected to mains services with appropriate rights on a basis that is known and acceptable to the Client.

Access to the property is as of right upon terms known and acceptable to the Client.

The Surveyor will rely on details of the property supplied by the client, vendor or vendor's selling agent as appropriate. The Client's solicitor should verify any such information stated in the report.

### Scope of the Inspection

The report is based on a visual inspection of the accessible parts of the building and the Inspection does not include the opening up of the structure, removal of carpets contents etc. A written report supersedes any verbal report and it is the written report that should be relied upon before committing to any expenditure on the property.

There will inevitably be limitations to the scope of the inspection as the surveyor will not lift carpets or break into the structure. Ladder access can be achieved to a height of 3 metres and roof spaces and floor voids will be inspected where safe subject to limitations such as, but not limited to, loft insulation and stored items.

The Surveyor will inspect diligently but is not required to undertake any action that would risk damage to the Property or injury to himself.

The Surveyor will not undertake any structural or other calculations.

The Inspection will include boundaries, grounds and permanent out buildings but will not include constructions or equipment with a specific leisure purpose such as swimming pools, ponds or tennis courts.

Inspection of the service installations is limited to visible areas only and no inspection will be made of any hidden or inaccessible sections. General comment as to apparent condition only is made and no tests will be undertaken or comments made as to whether the system complies with current legislation. The Surveyor will report if it is considered that tests are advisable. The survey does not check if appliances or fires are functional.



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### Flats or Maisonettes

Unless otherwise agreed, the Surveyor will inspect only the subject flat and garage (if any), and will comment in general terms with regard to 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.

### Environmental and Other Issues

This report assumes that the Client's solicitor will obtain an environmental assessment relating to the property covering matters such as Radon gas, flooding, landfill, subsidence, mining and historic uses and any hazardous ground conditions and pollution. A separate survey is advised for a specialist to survey for Japanese Knotweed identification as this can be difficult to identify.

### Hazardous Materials

The report will not comment specifically on the presence of asbestos or other hazardous materials as this falls outside the scope of a building survey.

### 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. Limitations to a survey will include visibility of the property and grounds where there is vegetation screening parts of the property and landscape.

### Consents, Approvals and Searches

The Surveyor will be entitled to assume that the property is not subject to any unusual or onerous restrictions, obligations or covenants that apply to the Property or affect the reasonable enjoyment of the property.

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. The Client or the Client's solicitor should make any enquiries. The Surveyor will not inspect drawings and specifications unless previously agreed.

### Additional Services

The Surveyor will provide, for an additional fee, such additional services agreed between the Surveyor and the Client and confirmed by the Surveyor in writing. Such additional services can include the provision of a Market Valuation and Reinstatement Costs.



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### Third Party Surveyors

It is accepted and agreed by the client that Able Surveyors Limited may request that the survey will be carried out by a third-party surveyor ("Third Party Surveyor") not employed by Able Surveyors Limited. If this is the case details of that surveyor will be provided to the Client.

It is accepted and agreed by the Client that Able Surveyors Limited shall not be liable for any act of omission of any Third Party Surveyor and in the event of a claim arising out of such act or omission the Client agrees that it must take action directly against the Third Party Surveyor or his firm or company and not Able Surveyors Limited.

Without prejudice to the generality of the above Able Surveyors limited shall not be liable to check or verify the contents of a Third Party Surveyor's report.

The above is considered by the parties to be reasonable in the circumstances as the Client will have a form of redress against the Third-Party Surveyor who owe them a duty of care.

Nothing herein shall exclude any liability for death or personal injury caused by the negligence of Able Surveyors Limited.

### Complaint Handling

In the event that the Client has a complaint regarding the standard of service he or she has received, a formal complaints handling procedure will be followed. A copy of Able Surveyors Limited's complaints handling procedure is available upon request.

### Limit of Liability

Able Surveyors Limited holds Professional Indemnity insurance arranged by an RICS approved insurance broker. The maximum liability under the policy is £1,000,000 (GBP) for each and every claim.

If you suffer a loss as a result of our breach of contract or negligence, our liability shall be limited to a just and equitable proportion of your loss having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of any shortfall in recovery from any other party, whether that shortfall arises from an agreement between you and them, your difficulty in enforcement, or any other cause.