

## STANDARD TERMS AND CONDITIONS FOR

### BUILDING SURVEYS

1. The report on the subject property will be addressed to our clients or the individual who commissioned the survey and will be confidential. Any liability arising out of the reports contents will be specifically limited to our client. The report should not be relied upon by third parties without our express written consent.
2. Whilst every reasonable effort will be made to carry out the inspection at the date/time advised, we cannot be held liable for any losses caused by matters outside our control, including, but not exclusively:- surveyor illness, traffic/vehicle delay/breakdown, extreme weather conditions or vendor unavailability.
3. It is not our policy to make any verbal report as to our findings prior to the sending of our written report. Our client should await our full written report prior to entering into any agreements regarding the subject property. Our client must not rely upon any summary report which may be provided at your request.
4. Our inspection of the premises will cover all visible, exposed and accessible areas and elements of construction in order to report on their construction and any defects adversely affecting their performance either individually or in their constructional context, defects which may give rise to expenditure or affect the usual use of the property will be reported upon.
5. The construction and fabric of the building will be reported upon giving due consideration to the age and type of property and its usual use. Comment will be made in this context as to the need for repair or special maintenance. The structural integrity will be considered in the context of the property's usual use.
6. Our report is not a guarantee that the property is free from defects other than those mentioned in the report, nor is it an insurance policy against present, future, and inherent defects.
7. Our report will not include a market valuation.
8. Where possible cellars and roof voids will be inspected, loose laid floor coverings will where possible be lifted but loose and fixed furniture and other effects will not be moved to facilitate exposure of flooring, walls or other elements of construction. Where the property is empty floor boards may be lifted where considered appropriate.
9. Works of exposure - for instance removal of plaster patches - will not be carried out unless we have received written permission from the subject property's current owners prior to our inspection commencing, should we consider such exposure necessary we will make a note to that effect in our report. Our client will be responsible for all attendant costs that may arise following agreed works of exposure. We may lift corners of fixed or fitted carpets but it is a condition of our survey that our client indemnifies us against any costs incurred for relaying floor coverings. If our client does not wish us to lift floor coverings we must be advised prior to commencement of survey.

10. Our report will specifically exclude all covered, concealed, unexposed or buried elements of construction such as foundations, footings, lintels and supporting steels. Furnishings including wall hangings will not be moved to facilitate inspection of elements of the structure.
11. External areas will be inspected from best vantage points or standard 3 metre surveyors ladder where access is not available. High level areas will be inspected by binoculars from ground level or best vantage points but there may be sections that cannot be seen or reported upon. We shall survey within the guidelines of the RICS publication "Surveying Safely".
12. Flat roofs, box gutters and other concealed roof finishes and high level elements will only be inspected where safe to do so, unless they are visible from windows or other safe vantage points. Access will only be gained where it is safe to do so from a standard 3 metre surveyor's ladder. Should additional high level access be required then our client must advise us before the inspection, specialist high access equipment such as cherry pickers will be charged additionally.
13. Our inspection will include external areas within the property's demesne including garden walls, sheds and garages which will be briefly inspected and a summary report provided. Swimming pools are specifically excluded.
14. We shall not report upon or identify the type or species of any plant within the grounds except for noting trees where these may affect the stability of the main structure. If our client is concerned about the presence of invasive or controlled plant types and species then a specialist horticultural survey should be additionally arranged.
15. Service installations including electricity, gas, water, heating and waste services will be visually inspected and the type and visual quality of the installations reported upon. The services will not be tested although we will check where possible the usual operation of same. Where considered appropriate our report will recommend an additional specialised test. It will be assumed that subterranean services are correctly connected to the appropriate underground mains service, including mains water, electricity, gas, foul and surface water drainage.
16. We shall not advise upon the condition and type of solar panels, wind turbines, feed in tariff arrangements or other alternative power sources.
17. We shall in all usual cases allow sufficient time to complete our inspection. In certain cases, primarily properties offered to auction where there may be limited or restricted viewing times available. In such instances we shall prioritise our inspection such that matters affecting the structure of the property are inspected within the time available, other less important issues may not be reported upon and these will be drawn to the attention of our client.
18. Where the subject property is a flat or apartment, within a larger converted unit or purpose built block our inspection will be limited to the interior of the subject property only and will not cover the whole of the property in which the subject property is situated. No access will be made unless specifically requested in writing prior to our inspection commencing to adjoining properties within the larger unit. Any additional inspection to neighbouring properties will be subject to additional charge.

19. It is assumed when arranging and undertaking an inspection that all areas are accessible and keys available. Should we be unable to inspect areas because they are secured and access has not been provided then we shall exclude these from our survey. Should we need to revisit to inspect these areas then we shall charge additionally for this at our standard hourly rate.
20. In the case of new properties or new conversions our survey will consider the condition of the property at the time of inspection. Our building survey will not be a "snagging" list. Should you wish us to prepare a snagging list of minor unfinished or poorly finished items you should contact us prior to completion. The preparation of such a report will be subject to additional charge. For newly completed properties we shall not provide, as part of our survey, confirmation that completed elements comply with the building regulation approvals and planning consents, nor identify any outstanding obligations thereunder. Our client is advised to personally consult the planning department and building control department of the relevant local authority in this regard.
21. If required to comment on lease provisions for freeholders maintenance arrangements or lessees repairing obligations we shall require a copy of previous maintenance charge statements and the details of the management company to be provided by our client. We shall additionally need a copy of the lease to be provided at least 48 hours before our inspection. Any notices served under The Commonhold and Leasehold Reform Act 2002 or Landlord and Tenant Act 1985 should also be provided.
22. Where building works are in progress or incomplete we shall not provide as part of our survey confirmation that completed elements comply with building regulation approvals or the advice of the building inspector under building notice or planning consents. Our client is advised to personally consult the planning department and building control department of the relevant local authority in this regard.
23. If our client wishes us to report upon building works that are in progress or planned then a copy of all drawings and specifications of work must be made available prior to our survey. An additional fee may be incurred.
24. We will not comment upon lease arrangements or other title documents as we will assume that your Solicitor will be giving advice in this regard. We will not identify any easements or rights of way and assume that this will form part of your solicitor's advice. We will not provide detailed advice regarding apparent boundary errors or inconsistencies.
25. If requested in advance of the inspection being undertaken and where appropriate, we will give an indication of the probable cost of rectifying defects and recommended maintenance items. These costs will be derived from historic tender data or the Building Maintenance Cost Information Service Building Maintenance Price Book. We will not, unless specifically requested, comment upon the costs of extending or converting the property. Any cost given will be for guidance only and our client must understand that they are subject to a degree of variance.
26. We try very hard to ensure that problems do not arise. In accordance with RICS requirements we have a Complaints Handling procedure. Should you wish to make a complaint you should in the first instance contact the practice principal who will make a copy of the Complaints Procedure available to you.

27. If we are found to be negligent in providing any of the services under this contract, the measure of damages for and limit of any liability will be diminution of property value as at the date of the report.
28. Our quoted fee is inclusive of all travelling expenses and other charges and is for a Building Survey only, and allows for a single visit to the subject property only. Unless otherwise noted our fees are quoted exclusive of VAT at the prevailing rate. Additional visits to a property at your request will be charged at our standard hourly rate.
29. Unless otherwise agreed, fees for further investigations, follow-up advice and/or other Surveying services are charged at the current rate per hour plus expenses and VAT and will be subject to a further invoice which shall be payable within 14 days of date on invoice.
30. Our invoices may be settled by BACS or online bank transfer. If making payment by this method please use Collier Stevens - NatWest Acct No. 12, Sort Code 7
31. Where fees are paid in advance of work being completed they will be deposited in the firm's general bank account and accounted for in accordance with RICS Guidelines. Such deposits will not be protected by the RICS Clients' Money Protection Scheme.
32. Client funds deposited by agreement in Collier Stevens designated Client Account will be accounted for and managed in accordance with RICS Guidelines and will be protected by the RICS Clients' Money Protection Scheme. Interest will not usually accrue on those deposits unless otherwise agreed in writing. Neither Collier Stevens nor the RICS Clients' Money Protection Scheme will be liable to repay lost money through bank failure. Claims for compensation arising from bank failures should be to the FSCS if the claimant is eligible but RICS and Collier Stevens can give no guarantee as to the success or amount of any claim.
33. A copy of the report will be sent to our client as a pdf by email unless our client specifically requests a hard copy. Where payment is due against invoice our standard terms of payment are within 14 days of invoice. All payments not received within 42 days of invoice will attract a one off administrative surcharge of 15% of the outstanding amount. Interest will be charge at 2% above the National Westminster Bank lending rate for all overdue accounts. Where payment is due prior to release of report, the report will NOT be issued until payment in full has been received. In instances where an advance summary report has been requested this also will not be issued until payment in full has been received.
34. Where the property to be inspected is substantially different either in size or value to that quoted for we reserve the right to charge an additional fee on a pro rata basis.
35. Prior to carrying out our inspection our client must return in the stamped addressed envelope provided their second copy of this these terms and conditions and our letter of appointment suitably signed as acceptance of same.
36. We reserve the right to charge the agreed fee for surveys cancelled less than 24 hours before the pre arranged time of inspection.

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