

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 report's 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 [particularly snow which covers a building] 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 those visible, exposed and accessible areas and elements of construction which are safely and reasonably accessible. Our inspection is intended 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 significant expenditure or affect the usual use of the property will be reported upon. We shall inspect from ground level and best vantage points in publicly accessible areas or the subject property's demise, this means we may only be able to inspect some elements from a distance and some defects visible only from a close inspection may not be identified.
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 inspection will be from the premises and adjoining publicly accessible areas only. We shall not without formal permission provided before our survey commences, access neighbouring private land, property or premises to facilitate our survey. Consequently, parts of the exterior that can only be seen from a neighbouring property may not be fully inspected. In the case of garden and boundary walls we report only on the faces visible from the subject property or from publicly accessible areas.
7. 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.
8. Our report will not include a market valuation.
9. Where the property is empty, floor boards may be lifted where considered appropriate and safe to do so without causing damage. We shall not be liable for reinstatement.
10. Accessible cellars will be inspected only if it is safe to do so and there is a fixed access on site.

Please note all terms and condition clauses are ©2019 Collier Stevens

11. In carrying out our inspection, no loose or fixed furniture of any weight or size, wall hangings, pictures, curtains and blinds and no other effects and chattels will be moved to facilitate access or the exposure of flooring, walls or other elements of construction.
12. Access to roof spaces and voids will be gained only if it is safe to do so. A fitted loft ladder will be used if it is in safe condition or alternately access will be gained safely using a 3-metre ladder when erected in accordance with HSE guidance notes and from a firm floor. It may not be safe to access loft hatches above stairwells. Within the roof space, if insulation has been laid over the joists and there are no crawl boards or fixed boarding, we shall complete our inspection from the loft hatch only. This will limit our ability to fully inspect all roof timbers. We shall not lift or pull back loft insulation to enable inspection of concealed timbers.
13. 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 of undertaking works of exposure and reinstatement costs that may arise following agreed works of exposure. We may exceptionally 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.
14. Our report will specifically exclude all covered, concealed, unexposed or buried elements of construction such as foundations, footings, lintels and supporting steels.
15. External areas will be inspected from best vantage points or standard 3 metre surveyor's ladder where appropriate. 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" and other safety recommendations including HSE guidance on the safe use of ladders, working at height, lone working and other relevant guidance.
16. 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.
17. 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 and associated plant are specifically excluded.
18. Manhole covers and inspection covers will, where visible and accessible, not be lifted unless it is safe to do so without causing damage to the frame and surrounding grounds and bedding. Screw fixed and double sealed inspection chamber lids will not be lifted, recessed and paved inspection chamber lids will not be lifted.
19. 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.

Please note all terms and condition clauses are ©2019 Collier Stevens

20. 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. Before you exchange contracts you should commission specialised tests to confirm the safety and serviceability of all services installations. 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.
21. We shall not advise upon the condition and type of air or ground heat recovery systems, solar panels, wind turbines, feed in tariff arrangements or other alternative power sources.
22. As our report is based on the structural condition of the subject property we shall not carry out or arrange for an environmental investigation or report as a part of our survey. In our report we may make brief reference to environmental factors that may affect a property including [but not exclusively] river, sea and surface water flooding, sub soil and ground conditions, radon risk, ground contamination, mining and quarrying. Any comment in our report is based only on brief enquiry on a postcode basis. As such any environmental information provided is not conclusive and you must not rely upon this exclusively. In all cases you should commission a separate, property specific, environmental investigation report prior to making a commitment to purchase.
23. We shall in all usual cases allow sufficient time to complete our inspection. In certain cases, primarily properties offered to auction 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.
24. 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.
25. 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.
26. 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.
27. If required to comment on lease provisions for freeholder's 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.

Please note all terms and condition clauses are ©2019 Collier Stevens

28. 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. You should obtain all building regulation completion certificates and, in the absence of these, assume the work has not been subject to final inspection.
29. 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.
30. 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.
31. If requested in advance of the inspection being undertaken and where appropriate, we will give an indication of the probable cost of rectifying defects. 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.
32. 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.
33. 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.
34. 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. 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.
35. 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.
36. Our invoices may be settled by BACS or online bank transfer. If making payment by this method please use Collier Stevens - NatWest Acct No. xxxx, Sort Code xxxx
37. 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.

Please note all terms and condition clauses are ©2019 Collier Stevens

38. 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.
39. A copy of the report will be sent to our client as a pdf by email, unless our client specifically requests a hard copy.
40. Our standard terms of payment are within 14 days of the date of invoice unless otherwise agreed. 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.
41. 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.
42. Prior to carrying out our inspection, our client must return by email, or in the stamped addressed envelope if provided, the confirmation of appointment form suitably signed as acceptance of our terms and conditions.
43. We reserve the right to charge the agreed fee for surveys cancelled less than 24 hours before the pre- arranged time of inspection.
44. Please note that we, Collier Stevens, are processing your personal data (limited to your name, address[es] and other relevant contact information provided to us by you (the "Data")) for the sole purpose of fulfilling the contracts for which we have been appointed. The Data is not, and will not be, shared externally. We may use the data to contact you and advise you of our other services, you may ask us not to use the data for this purpose. You have the right to request a copy of the Data, request its amendment if erroneous and request its deletion (subject to our contractual obligations being concluded, liability periods having expired under applicable law). You also have the right to object to its processing and the right to lodge a complaint with the Information Commissioner's Office.
45. Upon completion of our work your file will be archived for six years prior to secure destruction, if you would like to retain any part of your file beyond this time you must contact us at least six months beforehand. If we need to retrieve your file whilst it is archived we do not normally make a charge for this if it is related to new or ongoing instructions., we reserve the right to make a retrieval charge if the file needs to be recovered at your request for any other purpose.

The Collier Stevens Practice
Revision Twenty June 2018
© Collier Stevens 2018