

## Building Surveyors NW Ltd.

### Description of the Structural Report Service.

The service offered is a detailed visual inspection by a Chartered Surveyor and Chartered Building Engineer of all reasonably accessible parts of the structure (which are reasonably likely to affect the structural stability of the dwelling). The Chartered Surveyor and Chartered Building Engineer will report on its general quality and condition, identifying significant defects and repairs essential at the time of inspection, referring to readily apparent potential hazards, and commenting on future major repair requirements. In preparing the report the surveyor and engineer will exercise the skill and diligence reasonably to be expected from a surveyor and engineer, competent to advise on the subject property.

The inspection and report will be limited to matters relevant to the structural stability of the property (e.g. walls, floors and roof frame).

The surveyor carefully and thoroughly inspects the inside and outside of the main building, recording the construction and significant defects that are evident. This inspection is intended to cover as much of the property as physically accessible. Where this is not possible an explanation is provided in the relevant section of the report.

The surveyor does not force or open up the fabric of the property. This includes taking up fitted carpets, fitted floor coverings or floorboards, moving heavy furniture, removing the contents of cupboards, roof spaces, etc., removing secured panels and/or hatches or undoing electrical fittings. Loft hatches will be lifted where it is safe to do so. The Surveyor will not lift loft hatches which are sealed closed, which are glazed, which are located in confined spaces, which are located directly above staircases or those which are over 3 metres above floor level. The under-floor areas are inspected where there is safe access, but the Surveyor will not lift floorboards which are fixed down.

Our external inspection is carried out from ground level and from a 3.0m surveyor's ladder. If necessary, the surveyor carries out parts of the inspection when standing at ground level from adjoining public property (where such access is available). This means the extent of the inspection will depend on a range of individual circumstances at the time of inspection, and the surveyor judges each case on an individual basis. The surveyor will have regard to his or her own safety (and the safety of others) when assessing which parts of the property can (or cannot) be inspected. It follows that two storey flat roofs, bay roofs, etc., are often not inspected.

Roof areas will be inspected from ground level or from an available vantage point and the surveyor will carry with him a 3 metre (10ft) long ladder. This means that the surveyor may be unable to view some roofs, particularly flat roofs of two-storey or higher parts of the building.

The surveyor uses equipment such as binoculars and a torch, and uses a ladder for flat roofs and for hatches no more than 3m above level ground (outside) or floor surfaces (inside) if it is safe to do so.

There will be some parts of the building (such as foundations) that the surveyor cannot inspect directly. However, where possible the surveyor will draw secondary inferences from visible defects (such as the pattern of cracking) and inform you if we have reason to suspect that a hidden defect may exist. If it is suspected that hidden defects exist which could have a material effect on the value of the property, the surveyor will so advise and recommend more extensive investigation prior to entering into a legal commitment to purchase.

Unless specifically instructed the following will NOT be inspected:

Building services (gas, electricity, water, heating),  
Manholes and drainage systems,  
Garages and other outbuildings,  
The boundary structures, retaining walls, paths and drives,  
Windows, doors and other joinery items,  
Internal and external décor, Rainwater fittings, Kitchens and bathrooms.

The report should be construed as a comment upon the overall condition of the relevant parts of the property and the quality of its structure and not an inventory of every single defect, some of which would not significantly affect the value, use or structural stability of the property. If the report does refer to some minor defects this does not imply that the building is free from other such defects.

The report will not offer an opinion of Market Value (MV) of the property.

The surveyor will offer a budget estimate of the cost of any necessary remedial work (where practical). In some instances (such as when further specialist or intrusive investigations are required to fully analyse defects), it will not be possible to provide cost estimates based only upon our initial visual inspection. Any estimated costs provided are based entirely upon our initial non-destructive visual inspection of the property, made during a single visit thereto. It is common for additional or unforeseen works to come to light, particularly after the structure and fabric have been opened up. It is always prudent to allow additional funds for such works. Estimated costs are for structural repairs only and exclude any allowance for making good, cosmetics, fixtures, fittings, décor, plaster, and the like. The Client must seek separate quotations for such items. In any case, the Client is advised not to rely upon the Surveyors budget cost estimates and is advised to seek competitive fixed price quotations for repair works from experienced reputable contractors.

The report will be prepared following a non-destructive visual internal and external inspection of the subject property, made in a single visit thereto. The primary objective of the inspection and report is to identify and classify structural movement and cracking. Detailed analysis and classification often requires monitoring over a period of time (requiring multiple visits). An initial report, made following a single visit, cannot therefore always be regarded as conclusive. The Surveyor will attempt to diagnose and classify cracking and movement so far as is practical, having regard to these limitations.

### **Flats, Maisonettes, etc.**

If the property to be inspected is a part of a larger building, the areas covered by the Basic Service noted above will be:

The exterior of the subject property, and sufficient of the remainder of the building in which it is situated to ascertain the general state of repair.

The interior of the subject property, and in a more superficial way, those communal areas within the building from which the subject property takes access and on the floor(s) of the subject property.

Inspection of the common parts of the building in more detail is offered as an optional service, subject to the co-operation of the building owner. It will be the responsibility of the client to arrange access to any common parts to be inspected and to provide a copy of the lease and other relevant documents, in order that the surveyor can ascertain the liability for maintenance works and service charges in respect of the common parts. Common services, including lifts will only be inspected visually.

## **Exclusions**

The surveyor will be working in a building owned by another person (the Vendor) and will not lift floorboards, cut into, pierce or otherwise damage any part of the property without the vendor's prior consent in writing; neither will he attempt to move heavy or delicate furniture or lift fitted carpets.

The surveyor and engineer will have regard to his personal safety and will not inspect any parts of the building that are not safely and readily accessible.

The surveyor and engineer is unable to see defects hidden behind plaster, decorations, heavy furniture, fitted carpets etc.; neither is he able to view the foundations directly.

Leisure facilities such as swimming pools, saunas etc. will not be inspected.

If it is not reasonably possible to carry out any substantial part of the inspection, this will be stated in the report.

## **Optional Services**

The following optional additional services are offered, if specifically instructed by the client, for an additional fee:

Hire of access equipment, scaffold towers, builders ladders, etc. together with the cost of transportation and attendance by a contractor for erection and moving of equipment.

Lifting and relaying of carpets by approved carpet fitter, to allow direct inspection of floor surfaces. It will be the client's responsibility to obtain the Vendor's written permission before this work is carried out.

Opening up for inspection, and repair of floor, wall or other surfaces by an approved contractor. It will be the client's responsibility to obtain the Vendor's written permission before this work is carried out.

## **Charges**

Unless a fixed fee has been agreed, fees will be charged at our current hourly rates. Other expenses, including contractors' costs incurred in performing the Optional Services, will be charged at cost plus 10%. The current hourly rate is £100.00 per hour. All prices are plus VAT.

Before agreeing a fixed fee the clients are expected to give a fair indication of what is to be inspected, including the size and type of building to be surveyed, (including the size of the main building in which a flat/maisonette is situated), the approximate extent of the grounds, any unusual features, and any Optional Services required. In the event of the inspection being substantially more extensive than described by the clients, the surveyor shall be entitled to an additional reasonable fee.

The clients will pay the fee to the surveyor within 14 days of the invoice date, otherwise interest will be levied at 4% above base rate. Survey reports are not normally released until the appropriate fee has been paid and a signed copy of these terms returned to the surveyor, thus confirming that the survey is to proceed in accordance with the above conditions.

## **Standard terms of engagement**

**1 The service** – the surveyor provides only the standard Structural Report Service ('the service') described here, unless you and the surveyor agree in writing before the inspection that the surveyor will provide extra services. Any extra service will require separate terms of engagement to be entered into with the surveyor.

Examples of extra services include:

Plan drawing;  
Schedules of works;  
Re-inspection;  
Detailed specific issue reports;  
Market valuation and re-instatement cost; and  
Negotiation.

**2 The surveyor** – the service is to be provided by an AssocRICS, MRICS or FRICS member of the Royal Institution of Chartered Surveyors, who has the skills, knowledge and experience to survey and report on the property.

**3 Before the inspection** – this period forms an important part of the relationship between you and the surveyor. The surveyor will use reasonable endeavours to contact you regarding your particular concerns about the property and explain (where necessary) the extent and/or limitations of the inspection and report. The surveyor also carries out a desk-top study to understand the property better.

**4 Terms of payment** – you agree to pay the surveyor's fee and any other charges agreed in writing. Normally, a fixed fee will be agreed, prior to inspection. In other cases, our normal hourly rates will apply. Other expenses, including contractors' costs incurred in performing the Optional Services, will be charged at cost plus 10%. Before agreeing a fixed fee the clients are expected to give a fair indication of what is to be inspected, including the size and type of building to be surveyed, (including the size of the main building in which a flat/maisonette is situated), the approximate extent of

the grounds, any unusual features, and any Optional Services required. In the event of the inspection being substantially more extensive than described by the clients, the surveyor shall be entitled to an additional reasonable fee.

**5 Cancelling this contract** – you are entitled to cancel this contract by giving notice to the surveyor's office at any time which is more than 48 hours in advance of the inspection and no fee shall be charged, other than a reasonable charge for administration. Where an appointment is postponed or cancelled (including postponement or cancellation by the access provider) less than 48 hours but more than 24 hours before the inspection, the surveyor shall be entitled to charge half the agreed fee for the survey. If the survey appointment is cancelled or postponed (by any person including the access provider) at short notice (e.g. less than 24 hours before the inspection), then the surveyor shall charge 75% of the full agreed fee. If the surveyor arrives at the property, at an agreed time, but is unable to complete the survey (e.g. if no one is home, or access is denied, or parts of the property are inaccessible, if the property is unsafe, etc.), then the surveyor shall be entitled to charge the full agreed fee. Similarly, if the surveyor arrives at the estate agent's office at an agreed time to collect keys for the property and those keys are not available, then the surveyor will charge the full fee. The clients will pay the fee to the surveyor within 14 days of the invoice date, otherwise interest will be levied at 4% above base rate. The surveyor shall also be entitled to recover any additional expense incurred in the collection of overdue accounts. Survey reports are not normally released until the appropriate fee has been paid and confirmation of acceptance of these terms has been returned to the surveyor.

The surveyor will not provide the service (and reports this to you as soon as possible) if, after arriving at the property, the surveyor decides that:

- (a) He or she lacks enough specialist knowledge of the method of construction used to build the property.
  - (b) It would be in your best interests to have a different level of survey.
  - (c) The fee estimated and the amount of time allocated for the survey are inadequate, because the property is unusual, extended, altered, larger than average, or in particularly poor condition. Unless the surveyor is informed otherwise, fee estimates are based on an average property, of average size, in average condition.
- If the surveyor cancels this contract, he or she will explain the reason to you.

**6 Liability** – the report is provided for your use, and the surveyor cannot accept responsibility if it is used, or relied upon, by anyone else. No liability shall be attached to the Surveyor in respect of the services, except such liability as ought to be covered by the Professional Indemnity Insurance referred to in this document. The limit of financial liability arising from this contract shall not exceed the level of cover provided by said Professional Indemnity Insurance (which shall be a minimum of £500,000 per event). The surveyor's advice, including the report and any other advice (e.g. that given verbally or by email) is for the named Client and the stated purpose only. It may not be relied upon by any other party for any other purpose. The Surveyor is required to comply with the regulations of The Royal Institution of Chartered Surveyors in respect of the maintenance of Professional Indemnity Insurance. He or she shall use reasonable endeavour to take out and maintain such Professional Indemnity Insurance, provided that it is available at commercially reasonable rates. Such Insurance shall be with an insurer who is listed for this purpose by the RICS. The liability of the Surveyor shall be limited to such sum as it would be just and equitable for the Surveyor to pay. This will have regard to the extent of the

responsibility of the Surveyor for the loss or damage suffered, on the basis that all other parties who have a liability shall be deemed to have provided contractual undertakings to the Client on terms no less onerous than those applying in the case of this Agreement. They shall be deemed to have paid to the Client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for such loss or damage. The liability of the Surveyor shall be limited to the amount of the Professional Indemnity

Insurance (which will be a minimum of £500,000 per event). The Surveyor will remain liable for a period of 5 (five) years from the date of inspection.

**7 General** - Building Surveyors NW Ltd is instructed by the Client to provide building surveying and/or valuation services. The Client's instructions may be in writing, e mail or verbal. The Surveyor will confirm the instructions (usually by email) and will provide a copy of the General Conditions of Engagement and a Description of Service (usually by e mail, if appropriate) for the specific service instructed (e.g. Homebuyer report, Building Survey, Structural Appraisal, etc.). The Surveyor shall perform the services instructed with reasonable skill, care and diligence. In the event that the Client has a complaint in respect of the performance of the Surveyor's services under this agreement, without prejudice to any other remedy available under the agreement, he or she shall be entitled to have access to the complaints handling procedure maintained by the Surveyor, written copies of which should be available on request from the Surveyor. The contract for provision of services is between the instructing Client and Building Surveyors NW Ltd (the Surveyor). No Director, Proprietor, Partner or employee shall have any personal liability to the client. The Surveyor shall retain copyright and ownership of all reports, correspondence specifications, or other documents; drawings, maps, photographic and other records, models and presentation materials prepared by the Surveyor.

**8 Complaints handling procedure** - The surveyor will have an RICS-compliant complaints handling procedure and will give you a copy if you ask. If a dispute arises out of this contract, the Client and the Surveyor shall attempt to reach a settlement in good faith. If the dispute is not thus resolved, either the Client or the Surveyor may, at any time, give notice to the other that he or she wishes to refer the dispute to an adjudicator. The dispute shall be referred to an adjudicator, which may be an adjudicator retained by the Surveyor and approved by the RICS. The cost of such a referral shall be shared equally by each party. The Client and the Surveyor may agree to accept the decision of the adjudicator as finally determining the dispute.

**Note: These terms form part of the contract between you and the surveyor.**

## **9 Acceptance: -**

Please provide a Structural Report service. I agree to the above terms and conditions.

Name:

Signed:

Date:

Address of property to be inspected: