

Property Condition Surveys Terms of Engagement

Before instructing a surveyor, you should read the terms and conditions carefully. These terms and conditions apply to the report prepared on your behalf.

To confirm you have read and understood these terms and conditions please sign one copy and return to the surveyor. Please retain the other copy for your records.

1. The contract between you and Property Condition Surveys Ltd will come into effect at the point you agree for the surveyor to inspect the property nominated by you for inspection and to prepare a report on your behalf.
2. Property Condition Surveys Ltd is a member of the Royal Institution of Chartered Surveyors and complies with their complaints handling procedures.
3. The survey will be carried out by an AssocRICS Building Surveyor and they will agree a time and date with you for the inspection of the nominated property. Please note that times and dates may be subject to change if events arise beyond the surveyors control.
4. By reason of construction and occupation, many of the elements of construction of a building are hidden or inaccessible. It is not possible to ascertain the exact condition of these parts without carrying out exposure, destructive testing or other works which would require reinstatement and making good.

In some older properties there is no access to the roof space and it is not possible to report on the condition of the timbers without forming an access trap in the ceiling. Further our survey is carried out from ground level so there may be parts of the building that we cannot see.

We will give careful consideration to all material factors in relation to such parts of the construction which are concealed, such as number of air bricks, condition of skirting boards etc., to arrive at a reasonable assessment of the likely condition of these hidden parts. We must, however, state that we may not be able to inspect the woodwork or other parts of the structure which are covered, unexposed or inaccessible. We therefore will be unable to report such hidden parts of the property are free from defect.

Where there are doubts or uncertainties in the Surveyor's mind that might suggest that further and more detailed investigations are carried out, recommendations will be made within the report provided. This may involve the hire of specialist access equipment or meeting other specialists for which we will recharge at cost.

5. The electrical, plumbing and central heating systems, together with the drains will be examined but not tested. If assurance as to the condition or capability is required then Specialists will need to be engaged and this will incur an additional charge.
6. The report will inform you of the following information:
 - Construction and condition of the property on the date of the inspection.
 - Whether more enquiries or investigations are needed.

- If there are any serious defects or issues that may need attention and may affect your decision to buy the property.
- Areas that may require further investigation to prevent damage to the structure of the building.
- Matters that should be referred to your legal adviser for further investigation.
- Likelihood of flooding and risk of damage from tree roots.

The Property Condition Report applies “condition ratings” to the major parts of the main building. The report does not apply ratings to outbuildings. The condition rating applied will be colour coded and number from 1 – 3.

Condition Rating 1

No repair is currently needed. The property should be maintained in the normal way.

Condition Rating 2

Defects that need repairs or replacements but the surveyor does not consider these to be serious or urgent. The property should be maintained in the normal way.

Condition Rating 3

Defects that are serious and/or need to be repaired, replaced or investigated urgently. We would recommend you obtain quotes for additional work where a condition rating 3 is given, prior to exchange of contract.

7. Matters not covered by the report:

- The value of the property
- Matters that might affect value (such as the location, availability of public transport and other facilities)
- Any minor defects that would not normally affect your decision to buy
- The efficiency of any services installed or any features that could only be effectively monitored over a longer period
- Asbestos – The report is not an asbestos inspection under the Control of Asbestos Regulations 2012

8. Property Risks – assumptions

The surveyor assumes that the property is not built with nor contains hazardous materials and is not built on contaminated land. However, if any materials are found during the inspection which may contain hazardous substances, if anything is identified which may damage the property, or if the surveyor finds evidence to suggest any contamination of the land, this will be reported and you may wish to seek further advice.

9. Risks to people

The surveyor will report on matters that may have existed for a long time and cannot reasonably be replaced or modified but may still, in the opinion of the surveyor, present a risk to occupiers or visitors.

10. Price and Payment Terms

The surveyor will agree the price of the survey to be carried out prior to attending the property. Following the inspection of the agreed property, a report will be compiled and issued. Upon completion of the report, an invoice will be produced which is payable by you within 14 days from the date of the invoice.

11. A service charge of £50 or 4% of the unpaid balance, whichever is the greater, will be applied every month, or part thereof to all outstanding balances not received by the due date.

12. Events Beyond the Surveyor's Control

The surveyor shall have no liability to you for any failure to comply with this agreement where such failure is due or caused by an event or circumstance beyond the surveyor's control including, by way of example, strikes, lock outs and other industry disputes, flood, fire, explosion, or accidents (including terrorist attacks) or breakdown of systems or network access.

13. Ending This Agreement

The surveyor may end this agreement with you at any time if:

- You are in material breach of this agreement;
- It is unsafe to inspect the property;
- The surveyor is unable to access the property; or
- You are unable to pay your debts as they fall due or a bankruptcy petition or bankruptcy order is made against you.

14. All goods and documents produced by Property Condition Surveys Ltd remain the copyright of Property Condition Surveys Ltd and shall not be reproduced without written agreement of Property Condition Surveys Ltd

15. Rights and responsibilities

The report is prepared solely for use by you and your conveyancer. It is not intended to be used nor relied upon by any third party and the surveyor accepts no liability whatsoever and howsoever arising to any other third party.

I have read and understood these terms and conditions.

Signed by:

Date: