Cockrams Chartered Surveyors
TERMS OF ENGAGEMENT
BUILDING SURVEY

1. The terms under which the Surveyor will carry out the Building Survey are set out below. Any amendment to the Terms of Engagement must be agreed in writing by both parties before the surveyor undertakes the inspection.

2. THE INSPECTION

The inspection will include all parts of the property which are visible whilst standing at ground level within the boundaries of the site and adjacent public/accessible areas and whilst standing at various floor levels. The surveyor will use binoculars.

(a) **Accessibility and Voids**

The Surveyor will inspect as much of the surface area of the structure as is practicable within the restrictions imposed by occupation, furniture, fittings and floor coverings, and will not inspect areas, which are covered, unexposed or inaccessible. Screwed down access hatches and service ducts will not be removed.

(b) **Floors**

The Surveyor will lift accessible sample loose floorboards and trap doors, if any, which are not covered by heavy furniture, ply or hardboard, carpets or other floor coverings. The Surveyor will not attempt to raise fixed floorboards.

(c) **Roofs**

The Surveyor will inspect the roof spaces if there are available hatches. The Surveyor will have a ladder of sufficient height to gain access to a roof hatch or to a single storey roof, not more than 3.0m (10ft) above the floor or adjacent ground. It might not therefore be possible to inspect roofs above this level, in such cases, pitched roofs will be inspected by binoculars.

The Surveyor will follow the guidance in *Surveying Safely* issued by the RICS in April 1991, which incorporates guidance given in Guidance Note GS31 on the safe use of ladders and step ladders issued by the Health & Safety Executive.

(d) **Structural Timber**

Inspection of the roof voids and beneath floors, where access is available, is confined to overall design and construction, individual timbers are not specifically examined although if material defects are observed such defects will be recorded in the report.

(e) **Walls**

Wherever possible the fabric will be examined for evidence of material structural movement but no excavations will be made.

(f) **Boundaries, Grounds and Outbuildings**

The inspection will include boundaries, grounds and outbuildings. Specialist leisure facilities, including swimming pools and tennis courts will not be inspected.

(g) **Services**

The Surveyor will carry out a visual inspection of the service installation where accessible. Manhole covers will be lifted where accessible and practicable. No comment can be made on the practicality of using chimneys and flues. Surveyors do not carry out specific tests on services. The Surveyors will report any apparent faults from the visual examination and make recommendations for any specific testing by a specialist.

(h) **Areas Not Inspected**

The Surveyor will identify any areas which would normally be inspected but which he was unable to inspect and indicate where he considers that access should be obtained or formed, and additionally will advise on possible or probable defects based on evidence of what he has been able to see.

The report will not purport to express an opinion or advise upon the condition of un-inspected parts and should not be taken as making any implied representation or statement about such parts. Theoretical calculations to check size and/or adequacy of structural elements will not be made.

3. DELETERIOUS AND HAZARDOUS MATERIALS

(a) Unless otherwise expressly stated in the report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However, the Surveyor will advise in the report if, in his view, there is a likelihood that High Alumina Cement (HAC) concrete has been used in the construction and that, in such cases, specific enquiries should be made or tests carried out by a specialist.

(b) Lead water supply pipes and asbestos will be noted, and advice given, if these can be seen but it must be appreciated that such materials are often only visible after opening up which cannot be carried out at the risk of causing damage – see paragraph 2(a) above.

(c) The Surveyor will advise in the report if the property is in an area where based on information published by the National Radiological Protection Board there is a risk of Radon. In such cases the Surveyor will advise that tests should be carried out to establish the Radon level.

(d) The Surveyor will advise if there are transformer stations or overhead power lines which might give rise to an electro-magnetic field, either over the subject property or visible immediately adjacent to the property, but the Surveyor cannot assess any possible effect on health. For obvious reasons the Surveyor cannot report on any underground cables.

4. CONTAMINATION

The Surveyor will not comment upon the existence of contamination as this can only be established by appropriate specialists. Where, from his local knowledge or the inspection, he considers that contamination might be a problem, he should advise as to the importance of obtaining a report from an appropriate specialist.

5. CONSENTS, APPROVALS AND SEARCHES

(a) The Surveyor will assume that the property is not subject to any unusual or especially onerous restrictions or covenants which apply to the structure or affect the reasonable enjoyment of the property.

(b) The Surveyor will assume that all Bylaws, Building Regulations and other consents required have been obtained. In the cases of new buildings, and alterations and extensions which require Statutory Consents or Approvals, the Surveyor will not verify whether such consents have been obtained. Enquiries should be made by the Client or their Legal Advisers. Drawings and specifications will not be inspected by the Surveyor.

(c) The Surveyor will assume that the property is unaffected by any matters which would be revealed by a Local Search (or their equivalent in Scotland) and replies to the usual Enquiries, or by a Statutory Notice, and that neither the property, nor its condition, nor its intended use, is or will be unlawful.

6. FEES AND EXPENSES

The Client will pay the agreed fee for the report and any expressly agreed disbursements in addition prior to the release of the report. Fees paid in advance are not regarded as “Client’s Money” as defined by the RICS Rules of Conduct.

7. RESTRICTION OF DISCLOSURE

The report is for the sole use of the named Client and is confidential to the Client and their professional Advisers. Any other persons rely on the report at their own risk. The report is not subject to the provisions of the (Right to Contracts of Third Parties) Act 1999.

8. VALUATION -GENERALLY

The survey report will not include a Valuation unless specifically requested at extra cost.

9. VALUATION – WHERE REQUESTED

Where specifically agreed the valuation will be on the basis of Market Value. Valuations based upon market value shall adopt the definition and the interpretation commentary settled by the International Valuation Standards Committee.

The definition of Market Value is as follows:

The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing, wherein the parties had each acted knowledgeably; prudently and without compulsion.

An interpretive commentary is produced by the RICS under Practice Statement 3.2 of the RICS Appraisal and Valuation Standards, 5th Edition, available on request.

10. REINSTATEMENT VALUATION

The survey report will include a Reinstatement Cost.

Reinstatement Cost, unless stated otherwise is defined as follows:

An estimate for insurance purposes of the current cost of rebuilding the property in its present form.

This includes the cost of rebuilding the garage, permanent outbuildings, site clearance and professional fees, but excludes VAT (except on fees)

11. CANCELLATION - IMPORTANT

The Client shall be entitled to cancel the instruction by notifying the instructing office at any time before the day of inspection. Cancellation of the instruction on the day of inspection will mean a charge of 50% of the fee is levied to cover administrative costs.

12. COMPLAINTS

In the unlikely event of the client being dissatisfied at any time with the service or report provided, a copy of "Cockrams-Surveying"' Complaint Handling Procedure is available on request.

13. CONFLICTS OF INTEREST (Where applicable)

The client will be informed in writing of any potential or actual conflicts of interest.