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GENERAL CONDITIONS OF ENGAGEMENT

1. General

1.1 These terms and conditions apply to the services to be provided by Fern Building Surveyors Ltd in accordance with the instructions received from the Client, as named in the attached letter of engagement. Both the attached letter and these terms and conditions form the basis of the contract between Fern Building Surveyors Ltd and the Client.

1.2 Subject to express agreement to the contrary and any agreed amendments/additions, the terms on which the Surveyor will undertake the Survey are set out below.

1.3 None of the Company's employees, directors or consultants individually has a contract with the Client or owes the Client a duty of care or personal responsibility. The Client agrees that they will not bring any claim against any such individuals personally in connection with the valuation or report.

1.4 Should the Client suffer loss as a result of any breach of contract or negligence on the part of the Company, our liability shall be limited to a just and equitable proportion of that loss having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an agreement between the Client and them, the Client's difficulty in enforcement of any other cause.

1.5 Fern Building Surveyors Ltd will, unless otherwise expressly agreed, rely upon information provided by the Client, the Client's legal or other professional advisers of the vendor/lessor (where appropriate) relating to tenure, tenancies and other relevant matters.

1.6 We will process your personal data in accordance with the law for the purpose of providing these and future services to you. The nature of the data we process is your, name, address, telephone number, email address and house information.

1.7 It will not be possible for applicants that are not the vendors to accompany the Surveyor on an inspection.

1.8 Should the Surveyor be unable to access any part of the property due to circumstances outside of their control a £100 re-inspection fee will apply should you wish those parts of the property to be included in the Report.

1.9 The service does not include an asbestos inspection and falls outside of The Control Of Asbestos Regulations 2012

1.10 Our inspection will be carried out in accordance with RICS practice guidelines where safe and practical to do so. However, no items of furniture or ornaments will be moved by the surveyor unless specified and recorded consent provided. We do not take any responsibility for accidental damage of breakage of items.

2. Fees and Expenses

2.1 The Client will pay Fern Building Surveyors the agreed fee, as per our covering letter, for the Report (which is inclusive of VAT) and any expressly agreed disbursements. By paying the fee you agree to these terms and conditions.

2.2 The report will not be issued until the fee has been paid in full.

2.3 Fees taken in advance are not client money and are not subject to the RICS client money protection scheme

2.4 A payment has or may be made, either individually or part of a third-party commercial relationship

2.5 If the instruction has come from a Lender or Panel this clause 2 does not apply unless you have received a quote directly from Fern Building Surveyors.

3.1 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.

3.2 Where visible, lead water supply pipes and asbestos will be noted, and advice given.

3.3 The Surveyor will advise if there are transformer stations or overhead power lines which might give rise to an electromagnetic field, either over the subject property or visible immediately adjacent to the property, but the Surveyor cannot assess any possible effect on health. The Surveyor cannot report on any underground cables.

3.4 The Surveyor will not carry out an asbestos inspection and will not act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2006. With flats, the Surveyor will assume that there is a duty holder (as defined in the regulations), and that an asbestos register and an effective management plan is in place which does not need any immediate payment or present a significant health risk. The Surveyor will not consult the duty holder.

3.5 The Surveyor will assume that an inspection of those parts which have not yet been inspected would not reveal significant defects or cause the surveyor to alter their advice.

3.6 The surveyor will assume that;

1. Mains services and the roads giving access to the property have been adopted;

2. That in the case of a new property for which the construction has not been completed, the construction will be satisfactorily completed; and

3. That in the case of a newly constructed property, the builder is a registered member of the NHBC or equivalent and has registered the subject property in accordance with the scheme concerned; and

4. That where the property is part of a building comprising flats or maisonettes unless instructed or otherwise aware to the contrary, the cost of repairs and maintenance to the building and grounds are shared proportionately between all the flats and maisonettes forming part of the block, and that there are no onerous liabilities outstanding.

4. Contamination

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

5. Consents, Approvals and Searches

5.1 The Surveyor will assume that:

1. the property is not subject to any unusual or onerous restrictions or covenants that apply to the structure or affect the reasonable enjoyment of the property.

2. all by-laws, 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. Any enquiries should be made by the Client or their legal advisors. Drawings and specifications will not be inspected by the Surveyor.

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

4. the property is sold with 'vacant possession' (your legal adviser can give you more information on this term);

5. the condition of the property, or the purpose that the property is, or will be, used for does not break any laws;

6. for leasehold properties, there is a fixed ground rent and service charge which does not exceed £250 and £1,000 respectively. If the property is inside London, the Surveyor will assume there is a fixed ground rent of £1,000 and a service charge of £5,000.

5.2 The Surveyor will report any more assumptions they have made or found not to apply. If the property is leasehold, the report will explain what other assumptions the surveyor has made.

6. Complaints Procedure

6.1 Fern Building Surveyors has a formal complaint handling procedure in the unlikely event of dissatisfaction. A copy of this is available on request.

7. Cancellation Policy

7.1 If you have specifically ordered a survey to be provided or the Inspection you have booked takes place during the 14-day cooling off period you will not be entitled to a refund for service already provided to you or an Inspection that has taken place before the date of cancellation, even if the 14-day period has not expired.

7.2 Our cancellation policy is relevant within as well as outside the 14-day cooling off period and is:

- a) If you cancel within 5 working days prior to the appointment date, there will be an administration fee of £99.
- b) If you cancel on the day, full charges will apply.
- c) All cancellations must be notified in writing at least 5 working days prior to the appointment otherwise charges in 7.2 (b) apply.

8. Restriction on Disclosure

8.1 The report to be provided shall be confidential to the Client for the specific purpose to which it refers. It may be disclosed to the Client's professional advisers, but it shall not be disclosed to any other person, nor reproduced in whole or in part without the prior written consent from the applicant, to specify to who they would like it disclosed.

8.2 The Surveyor will accept responsibility to the Client alone that the report will be prepared with skill and care reasonably to be expected of a competent Valuer but accepts no responsibility whatsoever to any other person other than the Client.

9. Contracts (Rights of Third Parties) Act 1999

9.1 Our liability in respect of this report is limited to you as our Customer. There is no intention to confer any third party right as described in the Contracts (Rights of Third Parties) Act 1999.

ADDITIONAL CONDITIONS OF ENGAGEMENT IF YOU HAVE ENGAGED FERN BUILDING SURVEYORS TO UNDERTAKE A BUILDING SURVEY

The Service

10. The Surveyor

10.1 Based on an inspection as defined below, the Surveyor, who will be appropriately qualified will advise the Client by means of a written report as to his opinion of the visible condition and state of repair of the property where visible.

11. The Inspection

11.1 Accessibility and Voids

The Surveyor will inspect as much of the surface area of the structure as is practicable but will not inspect those areas which are covered, unexposed or not reasonably accessible.

11.2 Floors

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

11.3 Roofs

The Surveyor will inspect the roof spaces if there are available hatches of sufficient size to enable reasonable access. Please note that hatches over stairs stairwells/staircases will not be considered physically accessible, however Fern Building Surveyors can utilise the use of drone is required and applicable. 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 3.0 m (10'0") above the floor or adjacent ground. It might on occasion therefore not be possible to inspect roofs or roof spaces above this level; in such cases, pitched roofs will be inspected by binoculars and or drone, the roof space not be inspected unless safe access can be provided. The Surveyor will follow the guidance given in Surveying Safely 2nd Edition issued by the RICS in February 2019, which incorporates the guidance given in Guidance Note INDG405 on the safe use of ladders and step ladders issued by the Health and Safety Executive.

11.4 Boundaries, Grounds and Outbuildings

Buildings with swimming pools and sports facilities are also treated as permanent outbuildings, but the Surveyor will not report on the leisure facilities, such as the pool itself and its equipment, landscaping and other facilities (for example, tennis courts and temporary outbuildings).

11.5 Services

The Surveyor will only carry out a visual inspection where accessible and practicable of the service installations. Please note it may not be possible to lift some Inspection Chamber covers. No tests will be applied. The Surveyor will report if, as a result of their inspection, they consider that tests are advisable and, if considered necessary, an inspection and report by a specialist should be obtained.

11.6 Areas not inspected

The Surveyor will note in their report if they were not able to check any parts of the property that the inspection would normally cover. If the Surveyor is concerned about these parts, the report tells you about any further investigations that are needed. The Surveyor will not report on the cost of any work to put right defects or make recommendations on how these repairs should be carried out. However, there is general advice in the 'What to do now' section at the end of the report.

11.7 Flats

11.7.1 Unless otherwise agreed, the Surveyor will inspect only the subject flat and garage (if any), the related internal and external common parts and the structure of the building in which the subject flat is situated. Other flats or properties will not be inspected.

11.7.2 The surveyor will not enter onto any private land that is not in control of the vendor.

11.7.3 The Surveyor will state in his Report any restrictions on accessibility to the common parts or visibility of the structure. The Surveyor will state whether he has seen a copy of the lease and, if not, the assumptions as to repairing obligations on which he is working.

11.7.4 The Client is reminded that, particularly in the case of large blocks, the object of the inspection is to give guidance on the general standard of construction and maintenance, pointing out those items which will require attention within, say, the next decade and not to list those minor points which would normally be taken care of in the course of routine maintenance.

11.7.5 Many flats form part of large developments consisting of several blocks. In such cases, the Surveyor will be inspecting only the one block in which the flat is situated.

12. Market Value and Cost of Repairs

12.1 The Report will not include a market value of the property.

12.2 The report will not include a cost of repairs unless specifically agreed between the surveyor and client at extra cost. If contracted for, this covers any repairs the surveyor identifies (rated as CR3 and will under no circumstances include gas or electricity) that would need to be addressed together with an approximate cost to rectify the faults. This is calculated using RICS guidelines in conjunction with the surveyor's knowledge and experience.

ADDITIONAL CONDITIONS OF ENGAGEMENT IF YOU HAVE ENGAGED FERN BUILDING SURVEYORS TO UNDERTAKE A HOME SURVEY LEVEL 1 (CONDITION REPORT) OR HOME SURVEY LEVEL 2 (HOMEBUYER REPORT)

The Service

13. The Surveyor

13.1 Based on an inspection as defined below, the Surveyor, who will be appropriately qualified will advise the Client by means of a written report as to his opinion of the visible condition and state of repair of the property.

14. The Inspection

14.1 The Surveyor inspects the inside and outside of the main building and all permanent outbuildings but does not force or open up the fabric. This means that they do not take up carpets, floor coverings or floorboards, move furniture, remove the contents of cupboards, remove secured panels or undo electrical fittings. If necessary, the Surveyor will carry out parts of the inspection when standing at ground level from public property next door.

14.2 The Surveyor may use equipment such as a damp-meter, binoculars, drone and torch, and may use a ladder for flat roofs and for hatches no more than three metres above level ground (outside) or floor surfaces (inside) if it is safe to do so.

15. Services to the Property

15.1 Services are often hidden within the construction of the property and, as a result, only the visible parts of the available services can be inspected. The Surveyor will not carry out specialist tests or test or assess the efficiency of electrical, gas, plumbing, heating or drainage installations (or whether they meet current regulations) or the inside condition of any chimney, boiler or flue.

16. Outside the Property

16.1 The Surveyor inspects the condition of boundary walls, fences, permanent outbuildings and areas in common (shared) use where feasible. To inspect these areas, the Surveyor walks around the grounds of the subject property.

17. Flats

17.1 When inspecting flats, the Surveyor will assess the general condition of outside surfaces of the building, as well as its access areas (shared hallways, staircases and so on). The Surveyor will inspect roof spaces only if they can gain access to them from within the subject property. The Surveyor will not inspect drains, lifts, fire alarms and security systems.

17.2 The Surveyor will state in his Report any restrictions on accessibility to the common parts or visibility of the structure. The Surveyor will state whether he has seen a copy of the lease and, if not, the assumptions as to repairing obligations on which he is working.

17.3 The Client is reminded that, particularly in the case of large blocks, the object of the inspection is to give guidance on the general standard of construction and maintenance, pointing out those items which will require attention within, say, the next decade and not to list those minor points which would normally be taken care of in the course of routine maintenance.

17.4 Many flats form part of large developments consisting of several blocks. In such cases, the Surveyor will be inspecting only the one block in which the flat is situated.

18. The Report

18.1 The report focuses on matters that, in the Surveyor's opinion, may affect the value of the property if they are not dealt with. The report will be produced in a format that complies with the RICS approved format and use the same condition ratings.

18.2 If during the inspection, the Surveyor identifies issues that your legal advisers may need to investigate further, the Surveyor will refer to these in the report and will give you general advice and details of questions you should ask your legal advisers.

18.3 The Surveyor reports on property related risks or hazards that will include defects that need repairing or replacing, as well as issues that cannot be reasonably changed but may present a health and safety risk or hazard.

19. RICS Home Survey Level 1 (Condition Service)/Home Survey Level 2 (Homebuyer Service)

19.1 The Surveyor will provide either the standard RICS Home Survey Level 1 (Condition Report) or Home Survey Level 2 (Homebuyer Report) ('the service') described in the 'Description of the RICS Home Survey Level 1 or Home Survey Level 2' unless you and the Surveyor agree in writing before the inspection that the Surveyor will give you additional advice.

19.2 You will tell the Surveyor if there is already an agreed, or proposed, the price for the property, and if you have any concerns (such as plans for extension) about the property.

20. Inspections

20.1 The Surveyor shall carry out such inspections and investigations as are, in the Surveyors professional judgement, appropriate and possible in the particular circumstances.

20.2 Whilst the Surveyor shall have regard to the apparent state of repair and condition of the property, the Surveyor will not carry out a survey of the structure, nor will the Surveyor inspect woodwork of any other parts of the structure which are covered, unexposed or inaccessible. The Surveyor will not arrange for the testing of electrical, heating or other services and the drains will not be exposed. Thus, the Surveyor will be unable to report that any such parts of the structure or service installations are free from defects that may materially affect the value. No warranty as to the general condition or stability of the property can be given or implied because of these factors.

21. Cladding

21.1 If on arrival to the site the property being valued is found to be a flat with cladding to any parts of the building, Fern Building Surveyors are unable to offer a valuation. In this situation, a 50% refund will be made to the customer.

If you have commissioned a Building Survey Report (RICS Home Survey Standard Level 3), clauses 1 to 12 apply.

If you have commissioned a Homebuyer Report (RICS Home Survey Standard Level 2), clauses 1 to 9 and 13 to 21 apply.