

BUILDING SURVEY TERMS AND CONDITIONS

1. These terms and conditions form (together with the Order Form) part of a contract between Paul Jackson FRICS and the Customer named on the front of the report. These terms and conditions apply to the exclusion of all other terms and conditions. However, the report is objective and can be relied upon by any party that has a valid legal interest in the condition of the property, provided that interest has been notified to and acknowledged by us in writing. If required, upon payment of a reasonable administration fee we will re-issue the report, e.g. in the name of a purchaser of the property.

Important: No-one should rely on the report or make any inferences from it beyond the extent of the original instructions accepted by Paul Jackson FRICS

2. The **purpose of the inspection** and the verbal and written reports is to put the present condition and performance of the property into an overall perspective and this inspection will be undertaken by a person (the "Surveyor") who is assessed and approved by Paul Jackson FRICS.
3. The 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.
4. The report will **NOT include a market valuation** unless additional fees are agreed in writing beforehand.
5. The report **WILL include an IRV** - Insurance Reinstatement Valuation - based on the Guide to House Rebuilding Costs prepared by the Building Cost Information Service of the Royal Institution of Chartered Surveyors and The Association of British Insurers.
6. The report follows a **visual inspection of the accessible parts** of the property. Notes are taken during the inspection and these notes contain the original information to which the Surveyor refers and upon which the Surveyor relies when subsequently reporting to a client, either verbally or in writing. A written report supersedes any verbal report and should be considered fully before any legally binding decision is made in respect of any expenditure on the property.
7. The inspection and report will focus on the **condition of the principal elements** of the property. Fittings and finishes will be subject to general inspection only. Comparatively minor points will be excluded. Permanent outbuildings converted to habitable use will be inspected to the same level as the main house.
8. There will be **practical limitations** on the scope of the inspection. The Surveyor will not break out or open up the structure, lift fitted carpets, cut floorboards or move heavy or delicate furniture. Ladders are carried for access to flat roofs and structures up to a height of three metres. The Surveyor will inspect accessible and safe roof spaces and areas below floors, but will be unable to report that parts of the property which are covered, unexposed or otherwise inaccessible are free from defects.
9. The report will include a **Summary** that will summarise the Surveyor's findings under the headings of "property", "brief overall assessment", "serious defects", "essential repairs", "other repairs", "further investigation", "environmental matters" and "matters for your Solicitor". The comments in this summary are derived from the report and must be read in conjunction with the report in its entirety.
10. **"Serious defects"** are defined as defects that, in the Surveyor's opinion, threaten the stability and safety of the structure or of persons using the property. Examples include subsidence; wall-tie failure; excessive bowing or fracturing of walls or chimneystacks; and extensive dry rot in structural timbers.
11. **"Essential repairs"** are defined as defects that, in the Surveyor's opinion, require attention within six months to prevent the defect from becoming a "serious defect". Examples include failing roof coverings; blocked, broken or inadequate gutters and downpipes; heavily eroded pointing; and active beetle infestation.

12. **“Other repairs”** are defined as defects that, in the Surveyor’s opinion, are not “serious defects” or “essential repairs” within our definition, but require attention either now or at some time in the future to put the property into, or maintain it in, good condition for its age and type. Examples include plasterwork repairs; insulation upgrades; internal and external decorations. “Other Repairs” are beyond the scope of and are not reported in the Headline Survey.
13. **“Further investigation”** is recommended where the Surveyor has good reason to suspect the presence of a “serious defect” or “essential repair” but has been unable to confirm this or ascertain the extent of the problem. Examples include blocked or leaking drains; timber decay; questionable alterations to the structure.
14. **Guideline Budgets** for repairs are included in a report where appropriate, but they are based on information available to the Surveyor at the time. We recommend that all repair costs are subject to confirmation by further investigation/specification and then contractors’ competitive tenders prior to making any legal commitment.
15. Surveyors are not qualified to test or confirm the adequacy or safety of services installations. The Surveyor will report on the basis of a visual inspection of the accessible parts. We recommend that you arrange for **specialist tests** of the water supply, drains, electrical, gas and/or heating installations.
16. Surveyors are not qualified to test or confirm the condition of **leisure facilities** such as swimming pools, Jacuzzis, gyms, tennis courts, etc. Customers are advised to commission their own specialist inspection.
17. This is NOT a specific asbestos or other **hazardous materials** survey. The sampling and testing of asbestos containing materials or other hazardous or suspect materials lies outside the scope of the building survey. Where such materials are discovered or suspected within the normal scope of inspection, they will be reported and appropriate recommendations made for further investigation.
18. If the property is offered **leasehold**, then you must obtain advice from your solicitor in respect of your legal liabilities under the leasehold arrangements for the property and in particular in respect of the repairs. The scope of the Surveyor’s inspection will relate to internal finishes of the leasehold property to be purchased and adjacent fabric within the immediate curtilage of the property. Other elements of the structure will be subject to a brief inspection from the exterior and/or common parts only.
19. 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.
20. **Force Majeure** – whilst every reasonable effort will be made to carry out the inspection at the date/time agreed, we cannot be held liable for any losses caused by matters outside our control, such as, but not exclusively:- surveyor illness, traffic/vehicle delay/breakdown, extreme weather conditions or vendor unavailability.
21. **Health and Safety** – Paul Jackson FRICS and its surveyors are required to comply with Health and Safety legislation and RICS Guidance Note “Surveying Safely – A commitment to Surveying Safely”. The surveyor will assess the safety implications presented by the site and may have to restrict the scope of the inspection that is able to be carried out.
22. We operate a **complaints procedure**, a copy of which is available on request.
23. 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 at the time of the report.
24. This contract is governed by **English Law** and the parties hereto hereby submit to the exclusive jurisdiction of the English courts.
25. These terms and conditions may be varied by Paul Jackson FRICS on written notice to the Customer at its address shown on the Order Form.