



CHAFFERS
SURVEYS

Incorporating



TERMS OF ENGAGEMENT

Our services will be undertaken in accordance with the following Terms of Engagement:-

SECTION 1: SPECIFIC TERMS OF ENGAGEMENT

(a) The Client:-
(b) The Surveyor:- An independent RICS Registered Valuer, who has the knowledge, skills and understanding to undertake the valuation competently .
(c) The property to be inspected:-
(d) Nature of the Service:- Building Survey
(e) Purpose of the report:- Building Survey for property purchase.
(f) Details of any special instructions from the client:- None.
(g) Details of any additional services:- None.
(h) Likely inspection date:-
(i) Likely report delivery date and delivery format:- Within 7 working days of inspection.
(j) Agreed fee (inclusive of VAT):- £
(k) Fees for additional services (inclusive of VAT): None.
(l) Payment arrangements and date: Postal Cheque (Please make cheques payable to Chaffers Estate Agents Ltd) or BACS Payment (<i>please inform me of your preferred payment method</i>).

Specific details of the contract for all levels of service

The terms on which I will undertake this service are set out below.

Based on the inspection as defined below, I am a chartered surveyor and I will provide you with a written report that describes my opinion of the visible condition and state of repair of the identified property. I will carry out my duties with the skill and care that can be reasonably expected from an experienced chartered surveyor.

Assumptions

Unless otherwise expressly agreed with me, while preparing the report I will assume that:

- the property (if for sale) is offered with vacant possession
- the property is connected to mains services with appropriate rights on a basis that is both known and acceptable to you; and
- access to the property is as of right based on terms both known and acceptable to you.

Dangerous materials, contamination and environmental issues

I make no enquiries about contamination or other environmental dangers. If I suspect a problem, I will recommend further investigations.

I will assume that no harmful or dangerous materials have been used in the construction, and I do not have a duty to justify making this assumption. However, if the inspection shows that these materials have been used, I must report this and ask you for further instructions.

I do not carry out an asbestos inspection or act as an asbestos inspector when inspecting properties that may fall within the *Control of Asbestos Regulations 2012*. With flats, I assume there is a 'duty holder' (as defined in the Regulations), an asbestos register and an effective management plan all in place and none of these presents a significant risk to health or need any immediate payment. I do not consult the duty holder.

I will note the presence of lead water supply pipes and give general advice if these materials can be seen. However, you must appreciate that materials are often concealed within the construction of the building. If I am concerned about lead pipes I can see, I may recommend a specialist inspection and report.

I will advise if the property is in an area, based on information published by the Health Protection Agency, if there is a risk of radon. In such cases, I will advise further tests to establish the precise radon level.

I will advise if there are transformer stations or overhead power lines that I can see during the normal course of the inspection. If present, I cannot assess any possible effect on health. For obvious

reasons, I cannot report on any underground cables.

Consents, approvals and searches

I 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.

I will assume that all building regulations, planning permissions and other consents required have been obtained. In the case of new buildings, alterations and extensions which require statutory consents or approvals, I will not verify whether these have been obtained but I will identify where these consents may have been required. You should ask your legal adviser to follow up on these matters. I will not inspect drawings and specifications unless you specifically ask.

I will assume that the property is unaffected by any matters which would be revealed by a local search (or their equivalent in Scotland, Northern Ireland and Wales) 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.

Referral fees

I do not pay a referral fee or equivalent inducement to any party who may have recommended my services to you.

Restriction on disclosure

The report is for your private and confidential use. You must not reproduce it completely or in part. Third parties (with the exception of your professional advisers) cannot use it without my express written authority. Any other persons rely on the report at their own risk.

As a RICS member, I may be required to disclose the report to RICS Regulation as part of its work to ensure that RICS professional standards are being maintained.

Complaints

I shall do my very best to provide you with an excellent service. However, if you believe that you have cause for complaint, my company has a complaints procedure, a copy of which can be given to you on request.

BUILDING SURVEY TERMS & CONDITIONS

General description

This level of service is for people who are seeking a professional opinion about the condition of a property and is based on a detailed assessment. Therefore, my inspection is more extensive than for other levels of service and I will spend a considerable time at the property.

I will closely inspect all parts of the dwelling and I will assess the interdependence of the different

parts of the structure, especially the way in which the roof, walls and floors act together.

Where I am concerned about a hidden problem or defect, I will try to identify these and explain the risk they pose and what action you should take. Recommendations for further investigations will usually be the exception.

This level of service will suit any domestic residential property in any condition, depending on the competence and experience of the practitioner.

Building Survey

The extent of an inspection will depend on a range of specific circumstances (including health and safety considerations). The following critical aspects may help you distinguish this from inspections at other levels of service.

Windows

I will attempt to open the majority of the windows.

Roof spaces

I will carry out an inspection of roof spaces that are not more than three metres above floor level using a ladder if it is safe and reasonable to do so. I will enter the roof space if it is accessible and visually inspect the roof structure with particular attention paid to those parts vulnerable to deterioration and damage.

Although I will not move thermal insulation, I will lift small corners if I consider it safe so its thickness, type and the nature of the underlying ceiling can be identified and assessed.

Where I have the permission of the owner, I will move a small number of lightweight possessions so a more thorough inspection can take place.

In recent years, the lofts of many homes have been insulated with thick layers of thermal insulation. Usually, it is not safe to move across this material and this may restrict what I can look at in the roof space.

Floors

I will closely inspect the surfaces of exposed floors and I will lift the corners of any loose and unfitted carpets and other floor coverings where practicable. I will assess all floors for excessive deflection, where the boards are lifted; I will look in the space beneath by way of an inverted 'head and shoulder' inspection. If it is safe to do so, I will enter the under-floor area to carry out a more thorough inspection as long as the access panel is big enough, the space beneath the floor is deep enough, and it is safe to do so.

Furniture and occupiers' possessions

I will move lightweight, easily moveable, non-fitted items where practicable, safe and where the owner/occupier gives permission.

Services (for example, heating and hot and cold water)

I will not perform or comment on design calculations, or test the service installations or appliances but I will observe their normal operation in everyday use. This usually means:

- operating lights and extract fans where appropriate
- asking the owner/occupier to switch on the heating appliances/system
- where I consider it appropriate to the assessment of the service system, turning on water taps, filling and emptying sinks, baths, bidets and basins, and flushing toilets to observe the performance of visible pipework
- lifting accessible inspection chamber covers (where it is safe to do so), identifying the nature of the connections and observing water flow where a water supply is available. On dry days, this may involve pouring water into open gullies so drainage layouts can be identified.

I will advise you that further tests and inspections will be required if the owner/occupier does not provide evidence of appropriate installation and/or maintenance, or the client requires assurance as to their condition, capability and safety.

The grounds

I will carry out a thorough visual inspection of the grounds, and, where necessary and appropriate, from adjoining public property. My assessment will include such external features as retaining walls, gardens, drives, paths, terraces, patios, steps, hard-standings, dropped kerbs, gates, trees, boundary walls, fences, non-permanent outbuildings, rights of way, and so on.

My inspection will also include the inside and outside of all permanent outbuildings not attached to the main dwelling. This includes garages, summer houses, substantial greenhouses, follies and leisure buildings, but not the leisure facilities inside, for example swimming pools, saunas, fitness gyms, and so on.

Specific defective features and other matters associated with the grounds can be costly to resolve and may affect your purchase decision. Consequently, I will fully account for these. Examples include assessing retaining walls in danger of collapsing, deeply sunken paths or driveways, dilapidated boundary walls or fences and the legal and insurance implications.

Building Survey

My report will reflect the thoroughness and detail of the investigation and I will:

- describe the form of construction and materials used for each part of the building in detail and outline their performance characteristics. This is especially important for older and historic buildings

- describe obvious defects and state the identifiable risk of those that may be hidden
- outline remedial options and, if I consider it to be significant, explain the likely consequences if the repairs are not done
- propose a timescale for the necessary work including recommendations for further investigation prior to commitment to purchase (only where appropriate and necessary)
- discuss future maintenance of the property and identify those elements that may result in more frequent and/or more costly maintenance and repairs than would normally be expected
- identify the nature of risks of the parts that have not been inspected.

I will also make it clear that you should obtain any further advice and quotations I recommend before you enter into a legal commitment to buy the property.

SECTION 4: CLIENT'S CONFIRMATION

To Chaffers Estate Agents Ltd:

I/we confirm that I/we have read and agree the above stated terms and that I/we will be responsible for the payment of the agreed stated fee.

Signed:

Print Name:

Date:

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