

**CONDITIONS OF ENGAGEMENT  
FOR A LIMITED BUILDING SURVEY REPORTS  
(Including Schedules and Building Reports)**

A detailed inspection of those elements of the construction, or faults covered in this style of report and specified in the accompanying Terms of Engagement letter will be undertaken, as far as access permits. We will advise upon the current condition and quality of the structure and fabric of these elements.

These terms and conditions form (together with the letter confirming your instructions) a contract between Blackman Surveyors LLP and the customer named on the front of the report. A written report supersedes any verbal report and should be considered fully before committing yourself to any expenditure or purchase.

Every effort will be made to inspect as much as possible of the relevant elements. We would wish to stress, however, the limitations of our inspection, in so far as, we cannot comment upon those areas obscured or inaccessible and neither can we say that such areas are free from defect. Where the property is furnished, it is normally the case that some areas cannot be inspected, e.g. below fitted carpets and behind heavy furniture or other effects. Where we consider a fault may be concealed, further investigation will be recommended.

From time to time a surveyor may recommend a further investigation. This is where he or she suspects the presence of a defect but has been unable to confirm this or ascertain the extent of the problem. The further investigation should be undertaken prior to committing yourself.

Our comments and recommendations within the report will be based upon a single inspection. No monitoring of cracks, damp areas or other faults will be possible. Without the benefit of an inspection of the property over time it may not be possible to come to categorical conclusions in some instances and we will indicate where further investigation and monitoring would be prudent.

Whilst every reasonable effort will be made to carry out the inspection at the date and time agreed, we cannot be held liable for losses caused by matters outside our control, such as, but not exclusively:- Surveyor illness, traffic, vehicle delay/breakdown, extreme weather conditions or inability to gain access to the property.

Blackman Surveyors LLP are required to comply with health and safety legislation and RICS Guidance Notes "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.

No investigation of the subsoil or foundations will be undertaken; neither will any trial bore holes be dug. It is not usually practical, within the limitations of the time available, to inspect geological maps, ordnance survey maps or aerial photographs of the area around the property. Where we are required to examine the building above ground level, there are indications of movement, failure of the foundations or other grounds to suspect subsidence, heave or landslip problems, we will make appropriate comment and advise you upon where we feel further specialist investigations would be prudent.

No inspection of chimney flues or linings will be made unless an openable flue door exists. Neither will it be possible to determine the performance of flues or fires.

We cannot advise whether high alumina cement concrete, calcium chloride additive or other deleterious materials have been used in the construction of any part of the building. No tests of asbestos materials will be undertaken but we will report where it has been found in the elements inspected and whether we consider this is likely to prove a health hazard.

Where securely fixed floorboards, such as the modern tongue and groove board variety, are laid to floors, it is usually not possible to lift them without damage. We will try to lift some floorboards to undertake an inspection of the subfloor space, where this is relevant to the inspection. Our inspection will be restricted to areas not concealed by fitted carpets or other effects and will naturally only be undertaken with the consent of the Vendor or occupier. Thus, no comprehensive inspection of the subfloor space is usually possible. We will indicate in our report where these inspections were made and our specific advice will be limited to these areas. A more general comment will apply to the floors as a whole.

All roof spaces and cellars will be inspected where relevant to the inspection and where access hatches are reasonably accessible and of an adequate size. Naturally, we cannot comment upon the form of construction or condition to those areas where no inspection is undertaken. Neither can we say that these areas have adequate thermal insulation or ventilation and whether any vapour barriers have been incorporated, where this is appropriate.

We are equipped with a portable ladder extending to a height of about 3.5m. Close inspection of areas beyond this height, for example, flat roofs to two storey buildings, dormer window roofs, chimney stacks, valleys, etc. can only be undertaken where reasonable access exists. We would be pleased to arrange for more detailed access where this has been confirmed in writing with you prior to our inspection.

Unless stated in our report to be present, it is not always possible to state whether cavity wall insulation has been installed. Neither is it usual for us to establish the type, size, adequacy or condition of cavity wall ties. Thus, it will only be where these elements are causing a detectable fault at the time of our inspection that a report will be made upon them.

It will be assumed that you have personally inspected the property and that you are satisfied that the size, type and layout of the accommodation, outbuildings and grounds, suit your requirements. We will not provide a report upon these areas.

Unless we advise you to the contrary in our report, all comments upon Leases, Guarantees, Tenancies, Legal Restrictions, Licenses, Agreements, Trading Accounts or other relevant matters will be based upon information gathered verbally from the Client, occupier or other persons stated within the report. No inspection of these documents will be made unless stated to the contrary in the report.

The report will be confidential to you, your professional adviser and any other person expressly stated in our report. We accept responsibility to you alone that the report will be prepared with the skill, care and diligence reasonably to be expected of a competent Chartered Surveyor. We accept no responsibility whatsoever to any person other than yourself; any such person relies upon the contents of the report at their own risk. Neither the whole or any part of this report or any reference to it may be included in any published document, circular or statement without Blackman Surveyor LLP's prior written approval.

The following assumptions will be made in the report, namely:

1. The property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoing and that good title can be shown.
2. The property and its value would be unaffected by any matters which would be revealed by local Searches and replies by usual enquiries or any statutory notice and that neither the property nor its condition or its use, nor its intended use, is or will be unlawful.
3. That any alterations or additions, in the form of material development already carried out to the property have, where required, been granted all relevant local authority approvals.
4. That inspection of those parts which have not been inspected would neither reveal material defects nor cause us to alter the valuation or advise materially.

We are not aware of the content of any Environmental Audit or other environmental investigation or soil survey which may have been carried out on the property and which may draw attention to any contamination or the possibility of any such contamination. In undertaking our work, we have assumed that no contaminative or potentially contaminative uses have ever been carried out on the property. We have not carried out any investigation into past or present uses, either of the property or of any neighbouring land to establish whether there is any potential for contamination from these uses or sites to the subject property and have therefore assumed that none exists. Should it, however, be established subsequently that contamination exists at the property or on any neighbouring land or that the premises have been or are being put to any contaminative use then this might reduce the values now reported.

This firm complies with and operates the R.I.C.S. Mandatory Complaints' Handling Procedure and a copy of this is available upon request.

If we are found to be negligent in providing any of the service under this contract, the measure of damages for and limit of any liability will be the diminution in property value at the time of the report.

This contract is governed by English law and the parties hereto hereby submit to the exclusive jurisdiction of the English courts.

The client will inform the surveyor if there is already an agreed or proposed price for the property; and if there are any particular concerns which the client may have about the property.

The client agrees to pay the fee and any other charges agreed in writing.

Our fee quoted for this report is based upon the description and detail of the property we have available. Our account is to be paid within 14 days of the issue of the fee account. Interest at the rate of 2% per month will be charged on overdue accounts.

The client will be entitled to cancel this contract by notifying Blackman Surveyors LLP at the relevant office at any time before the day of the inspection. The surveyor will not proceed with the provision of the service (and will so report promptly to the client) if, after arriving at the property, he or she concludes:

- (a) that it is of a type of construction of which he or she has insufficient specialist knowledge to be able to provide the service satisfactorily; or
- (b) that it would be in the typical client's best interest to be provided with a different form of survey or valuation;

In case of cancellation, Blackman Surveyors LLP will refund any money paid by the client for the service, except for expenses reasonably incurred. In the case of cancellation by the surveyor, the reason will be explained to the client.

08.04.2010