

CONDITIONS OF ENGAGEMENT FOR BUILDING SURVEY REPORTS

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.

A detailed inspection of the dwelling will be undertaken as far as access permits. We will advise upon the current condition and quality of the structure and fabric. The report should not be taken as an inventory of every single defect but rather an opinion of the overall condition and quality of the structure. The surveyor will give you advice upon the likely defects which could develop in the future. It must be appreciated, nonetheless, that it may not always be possible to predict developing faults when it is at an early stage. It is always prudent to undertake further opening up and investigation, and obtain further specialist advice, before committing yourself to a purchase.

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 to a purchase.

The inspection and report will focus on the condition of the principal elements of the property. Fittings and finishings 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. All other garages and outbuildings will be inspected and reported upon to a lesser standard. A superficial inspection only will be undertaken to these buildings, together with the garden walls, gardens, fences, paths etc. We can, of course, undertake a more detailed inspection of these elements where this has been agreed in writing with you prior to our inspection.

This is not a specific asbestos or other hazardous material survey. We cannot advise whether high alumina cement concrete, calcium chloride additive or other deleterious material has been used in the construction of any part of the buildings. 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.

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.

An indication will be given of the likely cost of essential repairs although this must be verified by detailed builder's estimates prior to committing yourself to a purchase.

We will make comment upon any adverse Highway, Planning or Environmental factors which are likely to affect the property both now or in the foreseeable future, as far as we are aware. Naturally, however, search enquiries to confirm this information must also be undertaken by your legal adviser in the normal manner. In addition, your legal adviser should establish that adequate Planning Approval and Building Regulation Consent has been obtained on any relevant development or building works which have been undertaken.

General advice will be given upon the property's future saleability and, if requested, we will also give our opinion as to the current market value of the property. The definition of market value is the best price at which the sale of an interest in the property might reasonably be expected to have been completed unconditionally for cash consideration at the date of valuation assuming:

- (a) A willing seller and a willing buyer;
- (b) That prior to the date of valuation there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of price and terms and for the completion of the sale.
- (c) That the state of the market, level of values and other circumstances were on any earlier assumed date of exchange of contracts the same as on the date of valuation, and
- (d) That no account is taken of any additional bid by a purchaser with a special interest.

Our valuation is in accordance with the R.I.C.S. Valuation Manual issued by the Royal Institution of Chartered Surveyors.

Our valuation figure is net of any Value Added Tax which may be payable.

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.

We will indicate the approximate size of the Plot where this can be accurately established. An inspection of the boundaries will be made and we will comment upon any poorly defined areas. We will also comment upon any obvious physical encumbrances to the property, e.g. rights of way, easements, tenancies etc. However, some encumbrances may not be obvious from an inspection and it is for your legal adviser to make more categorical investigation.

Every effort will be made to inspect as much of the building as possible. We would particularly wish to stress the limitations of our inspection, however, insofar as we cannot comment upon those areas obscured or inaccessible and neither can we say that such areas are free from defect. In particular 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. Naturally, where we consider a fault may be concealed further investigation will be recommended.

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.

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. If from examination of 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.

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. 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 owner 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 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.

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 will provide you with our assessment of the current cost of rebuilding the premises for fire insurance purposes. It should be borne in mind, however, that this figure is based upon current building costs and bears no relation to its market value. It is prudent to index link this figure. All properties should be fully insured for subsidence, settlement, landslip, flooding and heave.

A visual inspection only will be undertaken to services as far as access permits. This will include electric wiring, gas services, underground drainage systems, plumbing and heating. Unless agreed prior to our survey inspection, no specialist tests will be undertaken to services. In particular it will be necessary to undertake a specialist pressure test of the drains before we could say whether there are any leaks present. Where we do have cause to suspect faults or shortcomings to services as a result of our inspection we will recommend where specialist tests would be prudent.

We would be pleased to arrange tests upon the services to the property if you so wish. The fee we have quoted for the survey would be exclusive of the cost of the specialist tests. The specialist's fees must be settled by you direct with them. Whilst we can suggest specialist firms whose work is known to us and who have provided satisfactory service in the past we cannot be held responsible for any damage or negligence caused by the specialist firm.

No inspection of specialist services or appliances such as lifts, burglar alarms, water softeners, fire alarms, swimming pool systems, filtration plants, air conditioning or other appliances or machinery, will be undertaken. You should arrange for your own specialist inspections if you do require a report upon these items.

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 in our report that you have personally inspected the property and that you have satisfied yourself that the size, type and layout of the accommodation, outbuildings and grounds suit your requirements. We would be pleased to advise you upon any particular requirements you have concerning the use or alteration of the property where this has been confirmed in writing prior to our inspection.

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 nor 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 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 value reported.

This firm complies with and operates the RICS Mandatory Complaints Handling Procedure and a copy of this is available upon request.

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

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

The customer 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. In case of cancellation by the customer, Blackman Surveyors LLP will refund any money paid by the customer for the service, except for expenses of £30.00. In the case of cancellation by the surveyor, the reason will be explained to the customer.

The surveyor will not proceed with the provision of the service (and will so report promptly to the customer) 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;

Our liability for loss or damage suffered by the customer in the event of any breach of this appointment is limited to the proportion of such loss or damage that it would be just and equitable to require us to pay having regard to the extent of our responsibilities, but subject to a maximum sum in every case of one million pounds. The measure of damages in all cases shall be the diminution in value of the property.

1.11.2012

 **blackman**
chartered surveyors



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