**Terms & Conditions**

**ROSES PROFESSIONAL BUILDING SERVICES LTD**

**TERMS OF ENGAGEMENT FOR SERVICES**

This document sets out the contractual terms upon which the Surveyor will advise the Client using a written report as to their opinion of the visible condition and state of repair of the property.

The report does not guarantee that the property is free from defects other than those mentioned in the report but will be undertaken by an RICS and CIOB accredited building surveyor exercising reasonable professional diligence.

The report will be prepared solely for the benefit of the named client. No liability is accepted to third parties whatsoever. This report should not be disclosed in whole or in part to any other parties without the express consent of the Surveyor.

If required, the report can be re-issued upon payment of a reasonable administration fee. NB. No one should rely on the content of the report or make any inferences from it beyond the scope of the original instructions.

Before the Inspection, the Client will inform the Surveyor of the agreed price for the Property and any particular concerns (such as plans for extension) that they may have about the Property.

**Content of the Report**

By these terms, the Surveyor will report upon the instructions received from the Client. After inspection, the Surveyor will remit the report within five working days.

**Payment of Fees / Cancellation**

Fees will be charged at rates agreed upon at instruction. VAT is chargeable. Payment is due before the Inspection is booked.

The Client will be entitled to cancel this contract by notifying the Surveyor’s office at any time before the Inspection takes place.

Cancelling the survey at short notice would impact the refund, if any provided, as the timeslot has been allocated to the client; thus, the surveyor cannot offer services to another client.

A full refund will be provided for cancellations made within 14 days before the Inspection.

A partial refund (50%) will be provided for cancellations made within seven days of the inspection.

No refunds will be provided for cancellations provided at concise notice, such as 48- and 24-hours’ notice. However, at the surveyors or company’s discretion, the survey can be allocated to another person or property within the radius of the inspection initially booked.

If the Surveyor is frustrated in his attempts to carry out the Inspection due to matters beyond his control, an abortive fee of 50% of the agreed price will be charged.

**Assumptions**

The property (if for sale) is offered with vacant possession.

The Property is connected to mains services with appropriate rights on a known and acceptable basis to the Client.

Access to the property is as of right upon terms known and acceptable to the Client.

The Surveyor will rely on details of the property supplied by the client, vendor or vendor’s selling agent. The Client’s solicitor should verify any such information stated in the report.

**Scope of the Inspection**

The report is based on a visual inspection of the accessible parts of the building, and the Inspection does not include the opening up of the structure, removal of carpets contents etc. A written report supersedes any verbal report, and it is the written report that should be relied upon before committing to any expenditure on the property.

There will inevitably be limitations to the inspection scope as the surveyor will not lift carpets or break into the structure. Ladder access can be achieved to a height of 3 metres, and roof spaces and floor voids will be inspected where safe, subject to limitations such as, but not limited to, loft insulation and stored items.

The Surveyor will inspect diligently but is not required to undertake any action to risk damage to the Property or injury to himself.

The Surveyor will not undertake any structural or other calculations.

The Inspection will include boundaries, grounds and permanent outbuildings but will not involve constructions or equipment with a specific leisure purpose, such as swimming pools, ponds or tennis courts.

Inspection of the service installations is limited to visible areas only, and no inspection will be made of any hidden or inaccessible sections. General comment as to apparent condition only is made, and no tests will be undertaken, or comment made as to whether the system complies with current legislation. The Surveyor will report if it is considered that tests are advisable. The surveyor does not check if appliances or fires are functional.

The Surveyor will offer 15 mins consultation on the report to cover all concerns/questions relating to the type of survey serviced.

**Environmental and Other Issues**

This report assumes that the Client’s solicitor will obtain an environmental assessment relating to the property covering matters such as Radon gas, flooding, landfill, subsidence, mining and historical uses and any hazardous ground conditions and pollution. A separate survey is advised for a specialist to survey for Japanese Knotweed identification as this can be difficult to identify.

**Hazardous Materials**

The surveyor will not test for the presence of asbestos or other hazardous materials as these falls outside the scope of a building survey.

**Ground Conditions**

The Surveyor will not be required to comment upon the possible existence of toxic substances, landfill or mineral extraction, or other forms of contamination. Limitations to a survey will include visibility of the property and grounds where vegetation screening parts of the property and landscape.

**Consents, Approvals and Searches**

The Surveyor will be entitled to assume that the property is not subject to any unusual or onerous restrictions, obligations or covenants that apply to the Property or affect the reasonable enjoyment of the property.

The Surveyor will be entitled to assume that all Planning, Building Regulations, and other consents required about the Property have been obtained. The Surveyor will not verify whether such consents have been received. The Client or the Client’s solicitor should make any enquiries. The Surveyor will not inspect drawings and specifications unless previously agreed.

**Additional Services**

For an additional fee, the Surveyor will provide such other services agreed between the Surveyor and the Client and confirmed by the Surveyor in writing. Such additional services can include the provision of a Market Valuation and Re-instatement Costs.

All none related questions won't be answered. The Client will need to purchase the required services as Roses Professional Building Services Ltd offers an advice consultation for £80 depending on its nature.

**Complaint Handling**

If the Client has a complaint regarding the standard of service they have received, a formal complaint handling procedure will be followed.

**Liability**

Roses Professional Building Services Ltd holds Professional Indemnity insurance.