

25 March 2009



PO Box 206  
Redcar  
TS10 9AB

**Ref: 09-01-001 - PBS Terms**

**Page 1 of 5**

CLIENT:

SUBJECT:

Dear Sir / Madam

### Proposed Building Survey (Level III) for Property Acquisition

We thank you for your recent instruction to carry out a Building Survey, with regard to the subject property (as identified above).

We have set out our "Terms of Engagement", as required by RICS, in detail below. Your attention is particularly directed to our limits of liability and cancellation provisions.

We also include a guide to ensure you are choosing the right level of service.

We are required to obtain evidence of your agreement to these terms before we can issue any report, and to this end we would request you **complete the declaration at the end of this document and return it to us as soon as possible**. We also require payment of all fees before we will issue the report, payment methods are identified in the attached invoice. We will commence arrangements to inspect the property and will proceed under the assumption that you will complete these obligations in due course.

We are required to undertake reasonable checks that no conflict of interest exists with regard to this assignment, and are pleased to confirm, that to the best of our current knowledge, no such conflicts exists in this case.

Regards,

A handwritten signature in blue ink that reads "D Askew".

Derek M Askew MRICS MCIQB  
Director and Chartered Surveyor  
For and on behalf of AC Surveys Ltd.  
E-mail: [admin@ac-surveys.co.uk](mailto:admin@ac-surveys.co.uk)



Ref: 09-01-001 - PBS Terms

Service Level Comparison					
	Level I Valuation	Level II HomeBuyer	Level III Building Survey	Condition Report	Specific Building Advice
Type of property	Any property.	Conventional properties in reasonable condition built within the last 150 years.	<i>Suitable for all properties</i> particularly suitable for: * Listed buildings * Older property * Unusual construction * Renovated buildings or one you are planning to alter/renovate.	Properties OWNED by the client	Properties OWNED by the client
Type of service	Limited assessment just for the lender.	A mid-price, mid-range Service using a standard form to focus on only urgent or major problems.	A detailed and comprehensive report that can be tailored to suit your needs.	A mid-price, mid-range Service using a standard form to focus on only urgent or major problems.	A limited service focusing on pre-defined issues.
Usual reason for service	To work out the property's Value and is not intended to identify defects unless they severely affect value.	* To help make an informed judgement on whether to buy the property. * To work out if the property is a reasonable price. * To be clear on the decision and actions taken before contracts are exchanged.	* To provide a report detailing the condition and construction of the property. * To highlight faults and advise on the repairs needed. * To help answer your questions on intentions to alter, renovate or extend a property.	To give an owner a reasonable indication of items requiring attention, which may be picked up by a purchasers Surveyor, for example.	To identify cause, effect and proposed repair recommendations for limited issues.
Other features of service	None	Focuses on urgent and major problems.	Details the property's Construction, materials used major and minor faults and maintenance recommendations.	None	None
Valuation included	Yes	Yes	No - but can be provided as an optional extra.	NO	NO
Reinstatement assessment included	No - but can be provided as an optional extra.	Yes	No - but can be provided as an optional extra.	NO	NO
Report format	Surveyors own format. Delivered as a PDF, via email.	Standard format as defined by the RICS. Delivered as a PDF, via email.	Standard format as defined by the RICS. Delivered as a PDF, via email.	Standard format as defined by the RICS. Delivered as a PDF, via email.	Short report identifying issue and possible solution. Delivered as a PDF, via email.
Paper copy available	Yes, at an additional cost of £12 (Inc. VAT).	Yes, at an additional cost of £15 (Inc. VAT).	Yes, at an additional cost of £18 (Inc. VAT).	Yes, at an additional cost of £15 (Inc. VAT).	Yes, at an additional cost of £12 (Inc. VAT).
Typical Inspection Differences					
Windows	Visually examined but not normally opened.	Open a sample of windows, typically one per elevation/type.	Open the majority, when possible.	Open a sample of windows, typically one per elevation/type.	Only when and if needed.
Roof Space (Only if safe)	Only inspected where identified as a potential risk.	Establish construction and identify any major defects	As Level II, plus detail the construction, with attention to vulnerable parts.	Establish construction and identify any major defects	Only when and if needed.
Floors	Visual inspection without moving furniture or carpets.	Inverted 'head and shoulders' only.	As Level II, plus inspect voids, with full access if possible.	Inverted 'head and shoulders' only.	Only when and if needed.
Services (Electrical, gas, water, etc.)	Only inspected if suspect.	Visually examined but not tested in any way.	As Level II, plus 'use' to establish if functioning satisfactorily.	Visually examined but not tested in any way.	Only when and if needed.



## Ref: 09-01-001 - PBS Terms

### Page 3 of 5

### The "Terms of Engagement" are: -

This document sets out the contractual terms upon which we will advise the Client (as detailed above).

- 1) The Surveyor will be Mr Derek M Askew, MRICS MCIOB, for and on behalf of AC Surveys Ltd. He is in a position to provide an objective and unbiased opinion, acting as an external Surveyor; he has no material connection or involvement with the subject of this valuation assignment or the party commissioning this assignment; he is competent to undertake this assignment, having experience of inspecting and reporting on this type of property in this locality.
- 2) The client is identified as the addressee(s) of this letter.
- 3) The Survey is provided to assist the client in the course of Property Acquisition.
- 4) The asset to be inspected is identified as the freehold title of the SUBJECT (as detailed above) property.
- 5) We would wish to provide an actual date of report at this juncture. However, as the inspection is of an asset which is not currently in the possession of the client, and suitable arrangements for inspection must be made, we can only confirm that the report will be available within two working days from the inspection, we will make appropriate arrangements to inspect the property and will inform you of the date of inspection as soon as it is confirmed. When ready the report will be delivered as a pdf, via e-mail, as long as full payment has been received and we are in receipt of signed terms and conditions.
- 6) The subject property will be examined in accordance with the Description of Service, given below. This examination will be limited by the Surveyor's reasonable professional judgement to areas which are appropriate and possible in the particular circumstances. This will have regard to the apparent state of repair and condition of the property but will not include those parts of the property which are covered, unexposed or inaccessible. The Surveyor will not be under a duty to arrange for the testing of electrical, heating, plant or other services.
- 7) The Surveyor may rely upon information provided by the Client and/or the Client's legal representative or other professional advisers relating to tenure, tenancies, rights of way, restrictive covenants and other relevant matters. The Surveyor will not inspect the title deeds and may assume that the property and its value are unaffected by any matters that may be revealed by a local search and replies to the usual enquiries or by any statutory notice.
- 8) In reporting on the subject, the Surveyor may make the following assumptions which he will be under no duty to verify.
  - a. That unless otherwise advised or an inspection reveals matters to the contrary, an assumption is made that no contamination or potentially contaminative use is, or has been, carried out at the property. Unless specifically instructed we will not take any investigation into the past or present uses of either the property or any adjoining or nearby land to establish whether there is the potential for contamination from these uses and an assumption will be made that none exists.
  - b. That no high alumina cement concrete or calcium chloride additive composite panels or any other potential deleterious or hazardous materials or techniques have been used in the construction of the property or have since been incorporated.
  - c. However, should it 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 this might reduce the values reported.
  - d. That vacant possession is provided (unless valued as an investment and subject to an occupational lease).
  - e. That good title can be shown to the property and it is not subject to any unusual or especially restrictive onerous restrictions, encumbrances or outgoings.
  - f. That inspection of those parts which have not been inspected would not reveal material defects or cause the Surveyor to alter the Valuation materially.
  - g. That sewers, main services and roads giving access to the property have been adopted and that any lease provides rights of access and egress over all communal estate roadways, paths, corridors, stairways, communal grounds, parking areas and other facilities.
  - h. In the case of a new property where construction which has not been completed, that construction will be satisfactorily completed.
  - i. That in the case of newly constructed residential property it has been built under the NHBC Buildmark Scheme, Zurich Municipal New Build and Rebuild Scheme, Housing Association Property Mutual Scheme, Premier Guarantee or for private and completed housing or equivalent, under the supervision of a professional consultant and that an appropriate certificate of satisfactory completion has been issued.
  - j. We will not make any written enquiries of the Planning Authority and therefore will make the assumption that there are no known contraventions of planning law and that all buildings and structures which require planning consent and Building Regulation approval have the appropriate statutory consents.
  - k. We will not make any enquiries of the Health and Safety Executive and will not make any statement that the property conforms to the necessary legal requirements of this authority and or to the requirements of any legal enactment and we will assume that there are no contraventions that may affect the valuations.
  - l. We will not make any enquiries to obtain a mining report and will assume, unless there is compelling visual evidence, that there is no potential subsidence which would affect the property.
- 9) The report is for the private and confidential use of the client, as identified above, for whom the report is undertaken and should not be reproduced in whole or part or relied upon by third parties for any use without the express written authority of AC Surveys Ltd.
- 10) When ready the report will be delivered as a pdf, via e-mail, as long as full payment has been received and we are in receipt of signed terms and conditions. If a physical copy of the report is required, this can be issued, in a bound copy via the post, for an additional charge of £18 to cover administrative, production and delivery costs.



- 11) As agreed the fee is detailed in the attached invoice with payment terms. We can confirm that we do not pay a referral fee or equivalent inducement to any party who may have recommended our services. The Client will pay the agreed fee together with any VAT which is applicable and any disbursements or additional fees required for the appropriate preparation of the report and agreed prior to the release of the report. We reserve the right to charge additional fees based on our current hourly charging rate for professional services should the nature of the instruction evolve beyond the original instruction and we will seek to agree this departure prior to incurring such costs. Full payment must be made in advance of the release of the report. Fees and costs are subject to Value Added Tax at the prevailing rate and will be payable upon presentation of an invoice. Under the Late Payment of Commercial Debts Interest Act 1998 we are entitled to claim interest at the rate of Bank Rate plus 8% from the date the monies become due. In the event of permissible cancellation by the client (as detailed below) an Administrative charge of £50 may be levied from any refund applicable.
- 12) AC Surveys Ltd operates an RICS approved complaints handling procedure and a copy of this is available upon written request.
- 13) In order to ensure compliance with the Standards of RICS, this file and all contents may be subject to monitoring under the institution's conduct and disciplinary regulations. As such this may include full disclosure of the all information to an investigating officer of the RICS.

### LIMITATIONS TO LIABILITY

- 14) We will make every effort to ensure that our service meets your requirements, but we recognise that occasionally things can go wrong. You should understand that in order to balance risk fairly between us, we have capped some of our legal liabilities in accordance with RICS recommendations. This means that if we are in breach of contract or a duty of care that we owe to you, the maximum compensation that we should be obliged to pay you would be as follows: -
  - For a breach of contract or a duty of care relating to a defect: an amount equivalent to twenty times the fee you have paid for this service. For example, if you paid £400, our maximum compensation that we are obliged to pay you would be limited to £8,000. There is no limitation of liability in the event of any claim against us for death, personal injury or fraud.
- 15) The report will be prepared by a Chartered Surveyor ('the Employee') on behalf of AC Surveys Ltd ('the Employer'). The statements and opinions expressed in this report are expressed on behalf of the Employer, who accepts full responsibility for these. Without prejudice and separately to the above, the Employee will have no personal liability in respect of any statements and opinions contained in this report, which shall at all times remain the sole responsibility of the Employer to the exclusion of the Employee. To the extent that any part of this notification is a restriction of liability within the meaning of the Unfair Contract Terms Act 1977 it does not apply to death or personal injury resulting from negligence.

### CANCELLATION

- 16) The Client will be entitled to cancel this contract by notifying the surveyors' office at least 24 hours before the scheduled inspection, in which case any monies paid by the Client for the service will be refunded except for any expenses reasonably incurred up to the date (see above).
- 17) If the Client wishes to cancel the instruction the Client should notify us immediately of the intention. If cancellation occurs after the surveyor has undertaken an inspection, but before the provision of the final report, a charge of 50% of the agreed fee will be made. The Surveyor may cancel the instruction at any time, and will make full reimbursement of any monies received, should such cancellation become necessary. Please note: The 'distance selling' regulatory 'cooling off' period do not apply to this contract, as the service commences immediately upon your request to us to provide the service.



Ref: 09-01-001 - PBS Terms

Page 5 of 5

DECLARATION OF ACCEPTANCE AND AGREEMENT TO THE ABOVE  
TERMS OF ENGAGEMENT

*This letter and attached terms have been read and the information contained within is fully understood. The extent and basis of the selected inspection and report is fully appreciated and accepted. The instruction to proceed is hereby confirmed for a*

**Proposed Building Survey (Level III) for Property Acquisition.**

**Signed:**

**Dated:**

Is an additional paper copy of the report required? (Tick as appropriate)  
*NB a fee applies.*

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

SAMPLE

