

TERMS OF BUSINESS

INTRODUCTION

The purpose of this document is to confirm details of the services I provide, terms and conditions of engagement, conditions for termination and other information. The timescale in which I provide the service and fee are confirmed separately.

This document is quite long but it is important that you read it thoroughly. Please let me know if you would like further clarification on anything at any stage.

SPECIFIC DETAILS FOR ALL LEVELS OF SERVICE

The terms on which I provide survey or survey and valuation services are set out below.

Based on the inspection, as defined below, 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.

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 'dutyholder' (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 dutyholder.

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 further investigation.

I will advise if the property is in an area where, based on information published by the Health Protection Agency, there is a risk of radon. In such cases, I will advise further investigation 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. 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 need statutory consents or approvals, I will not verify whether these have been obtained but I will identify where these consents may have been needed. 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 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 and do not accept referral fees or equivalent inducements.

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.

PROPERTY SURVEY & VALUATION SERVICE SPECIFIC TERMS AND CONDITIONS

GENERAL DESCRIPTION OF THE PROPERTY SURVEY & VALUATION SERVICE

This level of service, which is a level two service as defined by RICS, is designed for people (who may be buyers, sellers or owners) who want a professional opinion of the property at an economic price. The focus is on assessing the general condition of the main parts of a property. The inspection is not exhaustive and no tests are undertaken. There is, therefore, a risk that certain defects may not be found that would have been uncovered if testing and/or a more substantial inspection had been undertaken. You must accept this risk.

This level of service suits a broad range of conventionally built properties although it is unlikely to suit:

- complex buildings, for example, those that have been extensively extended and altered;
- some unique and older historic properties;
- those buildings in obviously poor repair; or
- properties where you plan to carry out extensive repair and refurbishment work.

Where I am concerned about a hidden problem or defect, I will identify these and what action you should take. This may often be further investigations.

THE PROPERTY SURVEY & VALUATION INSPECTION

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

Windows

I will attempt to open a sample of the windows. For example, this might include one on each side of the dwelling and one of each different type of window where there is a variety.

Roof space

I will carry out an inspection of roof space that is not more than three metres above floor level using a ladder if it is safe and reasonable to do so. I will not remove secured access panels and/or lift insulation material, stored goods or other contents. I will enter the roof space and visually inspect the roof structure if it is safe and reasonable to do so, with particular attention paid to those parts vulnerable to deterioration and damage. In these places, I will use a moisture meter where I consider it to be appropriate .

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 but I will not lift carpets, floor coverings or floorboards, or move furniture. Where floors have unfixed access hatches or floorboards, where appropriate, I will look in any spaces below the floor by an inverted 'head and shoulder' inspection only. I will not enter the sub-floor area.

Furniture and occupiers' possessions

I will not move furniture or possessions.

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

I will not test the service installations or appliances in anyway but I will lift the inspection chamber covers over the drains where it is safe and possible to do so.

I will advise you when further tests and inspections are required if the owner/occupier does not provide me with evidence the services have been installed and/or maintained properly.

The grounds

I will visually inspect the garden/grounds during a general walk around, and, where necessary and appropriate, from adjoining public property. I 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. Where I think the condition of these features may affect your purchase decision, I will describe these problems thoroughly. Examples include retaining walls in danger of collapsing, deeply sunken paths or driveways, dilapidated boundary walls or fences, and so on.

I will inspect 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.

Other issues will typically include listed building/conservation areas matters and unauthorised development (including sustainable drainage, safety issues, invasive species, automatic gates, and so on).

I will use a ladder to inspect a roof that is not visible from a window or another part of the building that is not more than three metres above ground level if it is safe and reasonable to do so

THE PROPERTY SURVEY & VALUATION REPORT

For each part of the building, my report will:

- describe it in sufficient detail so it can be identified;
- describe its condition;
- provide a clear and concise expression of my assessment of each part;
- include comments where I think the building will need more frequent and/or more costly maintenance and repairs than would normally be expected;
- broadly outline the scope of the likely remedial work and what needs to be done by whom and by when; and
- concisely explain the implications of not addressing the identified problems.

The report 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.

BUILDING SURVEY SERVICE SPECIFIC TERMS AND CONDITIONS

GENERAL DESCRIPTION OF THE BUILDING SURVEY SERVICE

This level of service, which is a level three service as defined by RICS, 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 the Property Survey and Valuation (level two 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.

THE BUILDING SURVEY INSPECTION

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 may 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.

THE BUILDING SURVEY REPORT

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 (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; and
- 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.

CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013

Where acting for you as an individual in your personal capacity (and not in a business capacity) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply to the engagement of our services. These require us to provide you with certain information when the contract is made. In this regard, your attention is drawn to the Consumer Provisions and other information below.

INFORMATION FOR CLIENTS

If when you have read the information below, you would like us to commence work immediately, please write or preferably email the form Request for Immediate Commencement.

CANCELLATION PROVISIONS

You the client have the right to cancel your engagement of our services within 14 days of the date thereof. You can do so without giving any reason. To exercise that right, you must inform us in writing by post or email. You can if you wish use the form Notice of the Right to Cancel but this is not obligatory. To meet the deadline, your communication must be sent before the cancellation period has expired.

If you exercise your right to cancel, we will not undertake any services on your behalf and you will not incur any charges. However, if you request work to begin on your instruction during the cancellation period and subsequently cancel after work has started as requested but before the expiry date of the cancellation, we may charge you fees and disbursements reasonably incurred during that period. In the event that work is completed by us during the 14-day period, you will lose your right to cancel.

CONSUMER PROVISIONS

The services will be provided by Ledgerwood Limited (trading as Ledgerwood Limited). Our address is Bower Board Cottage, Harvest Lane, Stelling Minnis, Canterbury, Kent CT4 6AX; our telephone number 01227 709747; and email address mail@ledgerwood.org.uk and website www.ledgerwood.org.uk

The services that we intend to provide are survey or survey and valuation services. Details of the services and conditions for termination are set out herein and the price and the arrangements for payment, delivery and performance (the time scale in which we shall provide the services) separately in a letter.

You acknowledge that you are aware that we are prevented from starting work on your instruction until after the cancellation period without your consent.

PROVISION OF SERVICES REGULATIONS 2009

Ledgerwood is a RICS Regulated Firm. The rules of conduct are available here <http://www.rics.org/uk/regulation1/rules-of-conduct1/>

We do our very best to provide an excellent service. However, should you have any complaint concerning our engagement (including the advice you have been given/fees you have been charged) we have a complaints procedure, a copy of which can be provided on request.

We hold professional indemnity insurance, details of which can be provided on request.

REQUEST FOR IMMEDIATE COMMENCEMENT
To Ledgerwood Limited, Bower Board Cottage, Harvest Lane, Stelling Minnis, Canterbury, Kent CT4 6AX or email mail@ledgerwood.org.uk
(Print address of property here)
I hereby instruct you to commence work with immediate effect.
I am aware of the following:
<ul style="list-style-type: none"> • I have the right to ask that you do not start work on my behalf until after the 14-day cancellation period; however, I wish you to commence work immediately
<ul style="list-style-type: none"> • As I have requested work to begin on my instruction during the cancellation period, I will be liable for any fees and disbursements you may charge me for work reasonably incurred during that period
<ul style="list-style-type: none"> • In the event that work is completed by you during the 14-day period, I will lose my right to cancel.
(Print name of client here, sign and date)

CANCELLATION FORM
<i>This is to be returned only if you do not wish us to continue to act for you in your instruction before the end of the cancellation period</i>
To Ledgerwood Limited, Bower Board Cottage, Harvest Lane, Stelling Minnis, Canterbury, Kent CT4 6AX or email mail@ledgerwood.org.uk
(Print address of property here)
I hereby give you notice that I wish to cancel my instructions for the provision of survey and/or valuation services.
(Print name of client here, sign and date)