

STEPHEN SAUNDERS TERMS OF ENGAGEMENT FOR BUILDING SURVEYS - RESIDENTIAL PROPERTY

Charges for Building Surveys are agreed on an individual basis.

A formal contract letter will be prepared for signature in each individual case detailing all the terms agreed with timings. For information only.

1. The Report should be construed as a comment upon the overall condition of the property and is not an inventory of every single defect, particularly if they are not considered to be of major structural significance or would not significantly affect the value of the property.
2. A Building Survey Report from Stephen Saunders will include a valuation unless this is not required. Some surveyors do not include or even offer a valuation with this type of report.
3. Stephen Saunders will use all reasonable skill, care and diligence expected of a competent Surveyor in carrying out the Survey and preparing the Report.
4. Stephen Saunders will inspect all reasonably accessible parts of the structure up to 3m above ground level from a ladder and other visible areas with the aid of binoculars from ground level where appropriate. Fixed floor coverings or floorboards will not be lifted. Heavy items of furniture will not be moved. Externally the property will be inspected from within its boundaries and from relevant accessible public areas and roads.
5. The inspection will be limited to the main part of the property and any principal outbuildings if applicable but will not include outbuildings of pre-fabricated or temporary nature. If there are extensive outbuildings these will be listed but not be inspected unless agreed beforehand. No inspection will be undertaken of special amenities or leisure facilities such as swimming pools, tennis courts, saunas or facilities of a similar nature.
6. A visual inspection of the services mentioned below will be made but only specialist tests will reveal their true condition. Tests of the drainage, electrical, gas, plumbing, heating, ventilation and lift installation will not be arranged unless otherwise agreed. If any tests are arranged on your behalf, the specialists will be appointed as your Agents.
7. Parts of the structure, such as foundations and woodwork, which are covered unexposed or inaccessible, will not be inspected except where stated to the contrary.
8. The Report will not purport to express an opinion about or to advise upon condition of uninspected parts and should not be taken as making any implied representation or statement about such parts.
9. The Report is provided for the sole use of the named Client and is confidential to the Client and his professional advisers. No responsibility whatsoever is accepted to any other person than the Client himself. Any such person relies upon the Report at his own risk.
10. Unless it is made apparent by an express statement to the contrary in the report Stephen Saunders will have made the assumption and will have been under no duty to have verified the assumption that no high alumina Cement Concrete or Calcium Chloride additive or other deleterious or hazardous materials or techniques have been used in the construction of the property and that the land is not contaminated.

11. The Surveyor will not carry out an asbestos inspection, and will not be acting as an asbestos inspector in completing an inspection of properties that may fall within the *Control of Asbestos Regulations 2006*. In the case of flats it will be assumed that there is a dutyholder, as defined in the Regulations, and that a Register of Asbestos and effective Management Plan is in place, which does not require any immediate expenditure, or pose a significant risk to health. No enquiry of the dutyholder will be made.

12. No enquiries will be made of the Local Authority in respect of road building, road widening or Town & Country Planning proposals, unless specific instructions are given to the contrary.

13. Stephen Saunders will assume that the property is not subject to any unusual or especially onerous restrictions or covenants that apply to the structure or effect the reasonable enjoyment of the property. Stephen Saunders will assume that all bylaws, Building Regulations and other consents required have been obtained. The Client or his legal advisers should make any enquiries. Stephen Saunders will not inspect drawings and specifications. Stephen Saunders 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.

14. The Client will pay Stephen Saunders the agreed fee.

15. The written formal report will take precedence over any verbal advice given.